

# **TOWN BOARD MEETING AGENDA**

**September 5, 2000**

**ROBERT F. KOZAKIEWICZ, Supervisor**

**Edward Densieski, Councilman  
Philip Cardinale, Councilman**

**Christopher Kent, Councilman  
James Lull, Councilman**

**Barbara Grattan, Town Clerk  
Dawn Thomas, Town Attorney**

## **ELECTED OFFICIALS**

**Laverne Tennenberg  
Madelyn Sendlewski  
Paul Leszczynski  
Mark Kwasna  
Diane M. Stuke  
Richard Ehlers  
Henry Saxtein**

**Chairwoman Board of Assessors  
Board of Assessors  
Board of Assessors  
Highway Superintendent  
Receiver of Taxes  
Town Justice  
Town Justice**

## **DEPARTMENT HEADS**

**John J. Hansen  
Leroy Barnes  
Andrea Lohneiss  
Ken Testa  
Richard Hanley  
Chief Joseph Grattan  
Jane Vanden Thoorn  
Judy Doll  
John Reeve  
Michael Reichel  
Gary Pendzick**

**Accounting Department  
Building Department  
Community Development  
Engineering Department  
Planning Department  
Police Department  
Recreation Department  
Senior Services  
Sanitation Department  
Sewer District  
Water Department**

## Call to Order and Salute to the Flag

Approves Minutes of Town Board Meeting of August 15<sup>th</sup>  
2000, moved by Councilperson Don Gull,  
seconded by Councilperson Don Gull.

4 yes  
1 absent

## REPORTS

Receiver of Taxes: Utilities Collection Report for the Month of  
August, 2000- monies totaling \$286,829.11

Sewer District: Revised Discharge Monitoring Report for June,  
2000.  
Discharge Monitoring Report for July, 2000

Building Dept: Monthly Report for August, 2000  
Total Collected: \$132,077.00

Recreation Dept: Monthly Report for July, 2000  
Total collected: \$39,161.00

Open Bid Reports: Sludge Cake Removal  
Opened: 08/29/00 @ 11:00 a.m.  
Three Bids Were Received

1. Spectraserv, Inc.
2. Earth Care of N.Y.
3. Trade-Winds Environmental Restoration (Results may be seen in  
Town Clerk's Office)

## APPLICATIONS

Parade Permit: 36 Cotton Trail Court, Wading River-Block Party

Parade Permit: ABATE RRF, Inc.- Assembly at Elks Lodge

**Shows &**

**Exhibition Permit:** Riverhead Toyota-Aug. 22 to Oct. 22- Tent Sale

**Site Plans:** Wendy's-1165 Old Country Road, Rhd.-Replace existing Exterior site lighting.

Cooperage Inn-Sound Ave. Rhd-addition to pre-existing Restaurant and related sitework.

AutoZone, Inc.- Build Retail Store and Parking Lot

**Special Permit:** Demir Petroleum, Inc.-S/W/C of Main Road and Jamesport Ave. Construction of convenience market.

J & S Reeve- Bed & Breakfast

## **CORRESPONDENCE**

**Jim Dreeben:** Re: Riverhead Center

**Catherine Brown**

**Liebling:** Re: Consideration of water hook-up.

**Petition:** Residents of Kings Drive requesting Stop Signs at intersection of Goodale Court and Kings Drive.

**Petition:** 193 signatures asking certain businesses to stop the lawsuits against Riverhead Center

**Post Cards:** 35 post cards opposing a Calverton jetport

## **COMMITTEE REPORTS**

*No Committee Reports*

# **PUBLIC HEARINGS**

**7:05 p.m.**     The extension to the Riverhead Water District to be known as Extension No. 59.

**7:10 p.m.**     The Special Permit Petition of Charles Hydell to allow fabrication of wood products at premises located at Pulaski Street.



**PUBLIC COMMENT ON ANY RESOLUTIONS LISTED BELOW:**

**Community Development Meeting:**

- #22** Authorizes Chairman to Execute License Agreement with Kamco Supply Company
- #23** Authorizes Chairman to Execute License Agreement with Rapport Global Ent. for Use of a Portion of the Calverton Facility for Musical Rehearsal
- #24** Amends Resolution #20
- #25** Authorizes Chairman to Execute Runway Use Agreement with Skydive Long Island

**Regular Town Board Meeting:**

- #769** Authorizes the Supervisor to Execute a Third Party Custodian Agreement Between Town of Riverhead, North Fork Bank, and Bank of New York
- #770** Authorizes the Supervisor to Execute Third Party Agreement Between Town of Riverhead, Suffolk County National Bank and Manufacturers and Traders Trust Company
- #771** Authorizing Match for EDZ Administration
- #772** Authorizes the Supervisor to Execute Stipulations Settling the Lawsuit entitled, "Town of Riverhead v. DJF Properties, Inc. et al., Index No. 97-21587
- #773** Rename Peconic Avenue in Honor of the Late PFC Garfield Langhorn
- #774** Amends Resolution #36
- #775** Transfer of a Senior Account Clerk Typist to the Planning Department
- #776** Appoints Part Time justice Court Clerk
- #777** Appoints Part Time Town Attorney (Sean Walter)
- #778** Appoints Part Time Town Attorney (Scott DeSimone)

- #779 Appoints Assessment Clerk in the Assessors Office (Estelle Nucatola)
- #780 SEQR Determination for Special Permit Petition of Zoumas Contracting (Lafata) and Refers Petition to Planning Board
- #781 Authorizes Attendance of Two Police Officers at Conference
- #782 Authorizes Attendance of Assessor at Seminar
- #783 Accepts Performance Bond of Arthur Herman for Calverton Post Office
- #784 Reduces Certificate of Deposit of the Subdivision Entitled, "Bay Run Estates" (Jamesport)
- #785 Accepts Performance Bond of Serota and Sons
- #786 Approves Temporary Sign Permit of the Gap Outlet Center
- #787 Approves Temporary Sign Permit of Timothy Hill Children's Ranch
- #788 Sets Registration Fees for the Riverhead Recreation Department
- #789 Supports the Deed of Conservation Easement between Richard N. Reeve and V. Avis Reeve to the Peconic Land Trust, Inc.
- #790 PAL Budget Adjustment
- #791 General Fund Budget Adjustment
- #792 Ambulance Fund Budget Adjustment
- #793 '98 Police Computerization Capital Project Budget Adjustment
- #794 Community Development Agency Budget Adjustment
- #795 Ext. #54- Twomey Avenue Water Extension Capital Project Budget Adoption
- #796 Gendot Associates/Sound Avenue Water Project Capital Project Budget Adoption

- #797 Ext. #58 Foxwood Village II Capital Project Budget Adoption
- #798 Equestrian Estate Water Project Capital Project Budget Adoption
- #799 Ext. #59 Deep Hole Road Capital Project Budget Adoption
- #800 Hubbard Estates Water Ext. Capital Project Budget Adoption
- #801 Links @ Wading River Water Project Capital Project Budget Adoption
- #802 Tall Trees Acres @ Wading River Water (Shade Tree) Capital Project Budget Adoption
- #803 Sunken Ponds Estates Capital Project Budget Adoption
- #804 Sewer District Budget Adjustment
- #805 Order Authorizing Increase and Improvement to the Riverhead Sewer District Purchase of Sewer Television Inspection System
- #806 Awards Bid for the Purchase of Sewer Television Inspection System- RSD
- #807 Appoints Consulting Firm
- #808 Authorizing the Town Clerk to Publish and Post a Proposed Local Law Entitled, "Local Law to Change the Term of Office of the Town Clerk and Highway Superintendent from 2 years to 4 years"
- #809 Order Calling Public Hearing- Extension 58 to the Riverhead Water District- Foxwood Village II
- #810 Authorizes the Town Clerk to Publish and Post a Help Wanted Ad for Justice Court Clerk
- #811 Authorizes Town Clerk to Publish and Post Public Notice of Public Hearing to Consider a Local Law for an Amendment of Chapter 101 (Vehicles & Traffic) of the Riverhead Town Code
- #812 Authorizes Town Clerk to Publish and Post Notice of Public Hearing on the Local Law Enforcement Block Grant

- #813 Authorizes the Town Clerk to Publish and Post Public Hearing Notice to Consider the Demolition of Building(s) Owned by Wickham C. Tyte Pursuant to Chapter 54 of the Code of the Town of Riverhead Entitled, "Unsafe Buildings and Collapsed Structures".
- #814 Authorizes the Town Clerk to Publish and Post Public Hearing Notice to Consider the Demolition of Building(s) Owned by Lorna Kiley DBA R&R Mobile Home Park, Inc. and occupied by John Hatton, Pursuant to Chapter 54 of the Code of the Town of Riverhead Entitled, "Unsafe Buildings and Collapsed Structures".
- #815 Authorizes the Town Clerk to Publish and Post Public Hearing Notice to Consider the Demolition of Building(s) Owned by Lorna Kiley DBA R&R Mobile Home Park, Inc. Trailer #11, Pursuant to Chapter 54 of the Code of the Town of Riverhead Entitled, "Unsafe Buildings and Collapsed Structures".
- #816 Authorizes Town of Riverhead to Remove Rubbish, Debris and the Cutting of Grass and Weeds from Property Pursuant to Chapter 96 Entitled, "Trash, Rubbish and Refuse Removal" of the Riverhead Town Code
- #817 Approves the Application of Florsheim Group, Inc.
- #818 Request of Cablevision to Extend Full Suffolk County Coverage to WVVH-TV85 Hamptons
- #819 Supporting Suffolk County Purchase
- #820 Appoints Advisor for Public Access Television
- #821 Appoints Town of Riverhead Justice of the Peace
- #822 Town Board Commitment to Parking
- #823 Appoints Member of Recreation Committee
- #824 Authorizes Submission of Proposition Concerning Use of Former Grumman Naval Weapons Reserve Plant as a Public General Aviation Airport, But Excluding Regularly Scheduled Commercial Service by Aircraft with More than 30 Seats
- #825 Pays Bills

9/5/00

Town of Riverhead Community Development Agency

Resolution # 22

Authorizes Chairman to Execute License Agreement with Kamco Supply Company

Member **COUNCILMAN LULL** offered the following resolution,

which was seconded by Member **COUNCILMAN DENSIESKI**:

**WHEREAS**, Kamco Supply Company desires to lease the entire UTTAS Building (06-49), 16,000 square feet, at \$5 per square foot beginning September 1, 2000 for up to six months; and

**WHEREAS**, the Town Board desires to encourage additional jobs and revenue to the Town pending closing on the property by the Buyer; and

**WHEREAS**, this Town Board has balanced such interests and hereby makes the following findings:

1. The proposed license agreements are of short duration;
2. That proposed uses under the license agreements are consistent with the objectives of the Town's Zoning Ordinance;
3. There is a clear mutuality of purpose and goals in this action being that the same elected representatives serve as members of the CDA and the Town Board; and

**WHEREAS**, the CDA will realize net income of \$6,666 per month during the license period.

**THEREFORE, BE IT RESOLVED**, that the CDA hereby authorizes the Chairman to execute the license agreement substantially in the form attached hereto.

**AND BE IT FURTHER RESOLVED**, that the License Agreement is to be executed upon issuance of a use permit by the Building Department and site plan approval by the Town Board.

**AND BE IT FURTHER RESOLVED**, that the Town Clerk shall provide a certified copy of this resolution to Community Development Agency Director Andrea Lohneiss.

**The Vote:**

Member Densieski  
Member Cardinale  
Member Kent  
Member Lull  
Chairman Kozakiewicz

yes  
yes  
yes  
yes  
yes



## Memorandum

To: Andrea Lohneiss

Date: August 2, 2000

From: Jack O'Connor  
Executive Managing Director

Subject: License Agreement/Kamco

Mr. Alan Sverdlick has requested a license agreement for the 16,000 SF facility known as UTTAS under the following terms and conditions.

COMPANY: Kamco Supply Corp.  
80 - 21<sup>st</sup> Street  
Brooklyn, NY 11232  
(718) 768-1234

*wholesale building supply.*

PRICE PER FOOT: \$5.00 *\$6.66/m<sup>2</sup>.*

TERM: Six (6) months

SUBJECT TO: Building Department approval for outside storage of  
building materials

*(use permit &  
site plan).  
1st.*

OCCUPANCY: September 1, 2000

Please call so we may discuss this in greater detail.

JOC:jc

File:joclohneiss.ltr

Grubb & Ellis New York, Inc.  
95 Broadhollow Road Melville, NY 11747 631.427.1400 631.427.1499, fax

Although all information furnished regarding property for sale, lease or financing is from sources deemed reliable, no representation is made nor is any implied as to the accuracy thereof, and it is submitted subject to errors, omissions, change of price, rental or other conditions, prior sale, lease or financing, or withdrawal without notice. No warranties or representations are made, nor are any implied, as to the condition or construction of the property including any patent or latent conditions, or any hazards contained therein, nor are any implied.

## LICENSE

License ("License"), made as of the \_\_\_\_ day of \_\_\_\_\_, 2000, by and between **the Town of Riverhead Community Development Agency**, having an address at 200 Howell Avenue, Riverhead, NY 11901, Attention: Andrea Lohneiss ("Licensor") and Kamco Supply Company, a corporation having an address at: 80-21<sup>st</sup> Street, Brooklyn, NY 11232, Attention: Alan Sverdlick ("Licensee").

## W I T N E S S E T H

**WHEREAS**, Licensor desires to license to Licensee, and Licensee desires to license to Licensor, the right to use approximately 16,000 square feet in Building 06-49 as depicted on Exhibit A (the "License Premises") located at the property formerly known as the Naval Weapons Industrial Reserve Plant, Department of Defense Number 466, Calverton, New York (the "Calverton Site"), upon all of the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the mutual agreements herein contained, Licensor and Licensee, for themselves, their successors and assigns, hereby agree as follows:

1. **LICENSING.** Upon the terms and conditions hereafter set forth, Licensor hereby licenses to Licensee, and Licensee hereby licenses from Licensor, the right to use the License Premises.
2. **TERM OF LICENSE.** The term of this License (the "Term") shall commence on September 1, 2000 (the "License Commencement Date") and shall end on the earlier of (a) February 28, 2000 and (b) the date on which the closing shall occur under that certain Agreement of Sale dated as of June 15, 1999 between Licensor and Calverton Camelot LLC. (in either case, the "Expiration Date") or such earlier date upon which this License shall expire or be canceled or terminated pursuant to any of the conditions or covenants of this License or pursuant to law. Notwithstanding anything to the contrary contained in this License, Licensor shall have the right, exercisable in its sole discretion, to terminate this License effective immediately upon written notice from Licensor to Licensee, if (i) Licensee shall default under or be in breach, of in any of its obligations, representations or warranties hereunder and (ii) such default continues for (x) five days after written notice from Licensor with respect to monetary defaults or (y) thirty days after written notice from Licensor with respect to nonmonetary defaults. If Licensor shall so terminate this License, from and after the termination date neither party hereto shall have any rights or obligations hereunder other than those that, pursuant to the express terms hereof, survive termination of this License; provided that Licensee shall remain liable to Licensor for any default or breach by Licensee that occurred prior to such termination. Furthermore, this License is not, and shall not be construed to be, a lease or a sublease and nothing contained in this License shall be construed as granting to Licensee any interest or right as tenant or subtenant or any other interest or right other than the interest of a Licensee in accordance with the terms and provisions hereof.

3. **CONDITIONS OF LICENSE PREMISES.** Licensee agrees to accept the License Premises "as is," and Licensors shall have no obligation to perform any work or repairs on behalf of Licensee. Licensee acknowledges that no representations with respect to the condition of the License Premises, or with respect to any improvement or fixtures thereon or attached thereto, have been made to it. Licensee shall be responsible for all start-up costs and expenses and for all costs and expenses associated with the operation of the License Premises, including without limitation, utility usage costs. Invoices will be provided to Licensee monthly and re to be paid within 10 days. Specifically, Licensee must install electric and steam meters and incur other start-up costs, including but not limited to reactivation of sprinklers, including quarterly testing as required by the Riverhead Fire Marshall, and reactivation of bathrooms. Licensee is responsible for connection of building to municipal water upon installation of the mains including design, inspection and key money.
4. **SECURITY DEPOSIT.** Licensee shall deposit with Licensors on the date hereof an amount equal to \$6,666 as security for the faithful performance and observation by Licensee of the terms, conditions and provisions of this License. If a default shall occur and be continuing hereunder, Licensors may apply or retain the whole or any part of the security so deposited to the extent necessary to cure such default. Upon termination of this License, Licensors shall return to Licensee such deposit, less any amounts to which Licensors is entitled pursuant to the terms hereof.
5. **LICENSE FEE.** Licensee shall pay to Licensors, in accordance with Section 6 hereof (a) on the date hereof an amount equal to \$19,998 and (b) on the first business day of each month commencing with December 1, 2000, an amount equal to \$6,666 (all of the amounts to be paid by Licensee hereunder, collectively, the "Fee"). In the event that the Term shall terminate on a day other than the last day of a calendar month or in the event that the Term shall terminate prior to November 20, 2000, Licensors and Licensee shall equitably prorate the amount of the Fee actually paid to Licensors for such period.

Licensee covenants and agrees that in no event shall Licensee permit any motor Vehicle to (1) enter the Calverton Site other than through the Access Point (as defined below) or (2) park anywhere other than in the parking area depicted on Exhibit A attached here (the "Parking Area"). Licensee shall be solely responsible for keeping the Parking Area free and clear of debris and snow.

6. **PAYMENT.** The Fee and all other charges, costs and expenses payable by Licensee under this License shall be paid by certified check payable to the order of the Town of Riverhead Community Development Agency and delivered to Andrea Lohnneiss at the address provided for Licensors in the preamble to this License, without notice or demand therefor (except to the extent otherwise expressly provided herein) and without any deduction, credit, set-off, counterclaim or abatement whatsoever in every case in which Licensee is required to pay Licensors a sum of money and said sum (or any portion thereof) is not Paid when due, interest at an annual rate of 12%



shall be payable on such sum (or so much thereof as shall be unpaid) from the date said sum becomes due until the date the unpaid amount is paid.

7. **USE; COVENANTS.** (a) Licensee shall use the License Premises only for the wholesale building supply (the "Uses") to prepare the License Premises for the same and to clean and restore the License Premises, in each case, in accordance with, and subject to, the terms and provisions of this License. Licensee shall be responsible for compliance with local zoning and for obtaining all permits necessary to conduct its business. Specifically, Licensee shall apply for and obtain in a use permit from the Town of Riverhead and site plan approval from the Town Board prior to execution of this agreement. Licensee covenants that no treated lumber is to be stored outside the building.

(b) Licensee, at its own cost and expense, shall protect, maintain, and keep in good order, the License Premises.

(c) No additions to, or alterations of, the License Premises shall be made without the prior consent of Licensor or in violation of any applicable building codes. Upon revocation or surrender of this License, to the extent directed by Licensor, Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the License Premises to the same, or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

(d) Licensee shall be liable for any loss of, or damage to, the Calverton Site incurred in connection with the Uses and shall make restoration or repair, or monetary compensation as may be directed by Licensor. Licensee shall maintain, at a minimum, the types and amounts of insurance evidenced by the certificates attached hereto as Exhibit B. Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks. Each policy of insurance required hereunder shall name Licensor "Town of Riverhead Community Development Agency" and "Grubb & Ellis Management Services, Inc." as additional insureds. In the event that any items or part of the Calverton Site shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this Section 7, Licensee shall promptly give notice thereof to Licensor and shall, upon demand, either compensate Licensor for such loss or damage, or rebuild, replace or repair the item or items of the Calverton Site so lost or damaged, as Licensor may elect. In the event Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage that has created the need for such repair, rebuilding or replacement have been paid to Licensee, Licensee shall promptly refund to Licensor the amount of such proceeds.

(e) Without limiting the generality of any other provision of this Agreement, Licensee hereby covenants and agrees that Licensee shall provide ample vehicles, personnel, equipment and containers to clean the License Premises and insure that the same is

restored to as good condition, subject to reasonable wear and tear, on the Expiration Date as it was in on the License Commencement Date.

(f) In connection with the performance of work under this License, Licensee agrees not to discriminate against any employee or applicant for employment because race, religion, color or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by Licensor setting forth the provisions of the nondiscrimination clause. Licensee further agrees to insert the foregoing in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

(g) Licensor shall have the sole authority to determine what entity or entities shall provide the following services to the Calverton Site: any and all telecommunications products and services including but not limited to telephone, intellipath, ISDN, data circuits, satellite communications services, fiber, cable, electric and water. Licensee shall not install or contract for the installation of any of the foregoing services without the express written consent of the Licensor.

8. **ASSIGNMENT AND LICENSING.** Notwithstanding anything to the contrary contained in this License, Licensee shall not assign this License, License the License Premises in whole or in part or permit Licensee's interest in this License to be vested in any party other than Licensee by operation of law or otherwise. A transfer of more than fifty (50%) at any one time or, in the aggregate from time to time, of the stock, partnership or other ownership interests in Licensee, direct or indirectly shall be deemed to be an assignment of this License.
9. **LICENSOR'S REMEDIES.** (a) If Licensee fails to perform any of its obligations hereunder in accordance with the terms hereof, then, after reasonable notice to Licensee not to exceed thirty (30) days, and an opportunity for Licensee to cure such failure, (except in case of emergency) License may (but shall not be obligated to) cure such failure at the expense of Licensee, and the amount incurred by Licensor in connection with such cure shall be payable by Licensee to Licensor on demand.  
  
(b) Except as provided in Section 2 and in the immediately following sentence, in the event of a breach by Licensee hereunder, Licensor shall be limited to an action at law for damages. Notwithstanding the foregoing, in the event that Licensee holds over after the expiration of the Term, (i) Licensee shall be obligated to pay Licensor an amount equal to \$1,000 per diem for each day of the holdover term and (ii) Licensor shall have all of the rights and remedies available to it at law or in equity, including, without limitation, the right to exercise self help and to dispossess Licensee of the License Premises, change the locks on the License Premises, deny Licensee access to the License Premises and take possession of or dispose of any property at the License

Premises, all at the cost and expense of Licensee. Except as provided in Section 2, in no event shall Licensor have the right to enjoin Licensee's performance of the Uses.

10. **INDEMNITY.** (a) Licensee shall indemnify and hold Licensor harmless from and against any and all claims, actions, liabilities, losses, damages (including, without limitation, consequential and special damages), costs and expenses (including, without limitation, court costs and reasonable attorneys' fees and expenses) arising from or in connection with (i) the use or occupancy by Licensee of the License Premises during the term hereof, or (ii) any work or thing done or any condition created by or any other act or omission of Licensee or its employees, agents, contractors, visitors or licensees, in the License Premises or any other part of the Calverton Site in connection with Licensee's use of the License Premises, or (iii) Licensee's failure to perform any of the obligations imposed on it hereunder.

(b) The foregoing indemnity does not include any claims, actions, liabilities, losses, damages, costs and expenses resulting from Licensor's gross negligence or willful misconduct.

11. **Brokers.** Licensee represents that it has not dealt with any broker or finder other than Grubb & Ellis with respect to this License. Licensee agrees to indemnify and hold Licensor harmless from and against any and all loss, liability, damage, cost and expense (including, but not limited to, court costs and reasonable attorneys' fees and expenses) which Licensor may incur or sustain in connection with any claim or action by any broker or finder that may be asserted against Licensor as a result of any conversations, correspondence or other dealings between Licensee and such broker or finder.

12. **NOTICES.** Any notices to be given under this License shall be in writing and shall be sent by registered or certified mail, return receipt requested. If such notice is directed to Licensee, it shall be addressed to Licensee at 80-21<sup>st</sup>, Brooklyn, NY 11232, Attention: Alan Sverdlick, and if such notice is directed to Licensor, it shall be addressed to Licensor at 200 Howell Avenue, Riverhead, New York 11901, Attention: Andrea Lohneiss. Either party may, by notice in writing, direct that future notices be sent to a different address and to the attention of such other people as either Licensor or Licensee shall designate.

13. **HAZARDOUS SUBSTANCES.** (a) Generally. Licensee shall not generate, store, manufacture, refine, transport, treat, dispose of, or otherwise permit to be present on or about the License Premises, any Hazardous Substances (other than Hazardous Substances (x) customarily used in events such as the Event and (y) used, stored, transported, and disposed of in strict compliance with applicable law). As used herein, the term "Hazardous Substances" shall mean any flammables, explosives, radioactive materials, hazardous wastes, hazardous and toxic substances or related materials, asbestos or any materials containing asbestos, or any other hazardous or toxic substance or material as defined by any Federal, State or local environmental law, rule or regulation, including, without limitation, the Resource Conservation and Recovery Act of 1976, as amended from time to time, the Comprehensive

Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, the Toxic Substances Control Act, as amended from time to time, the Hazardous Materials Transportation Act, as amended from time to time, and the regulations adopted and the publications promulgated pursuant to each of the foregoing.

- b. In addition to the foregoing, (A) Licensee hereby agrees to comply at all times with and to cause the License Premises to be in compliance at all times with the Suffolk County Health Department Regulations and (B) Licensee shall file for a fire prevention permit and hazardous material permit from the Town of Riverhead.
  - c. Indemnification. Licensee shall indemnify and hold harmless Licensors from and against any and all liabilities, damages, claims, losses, penalties, judgments, causes of action, costs and expenses (including, without limitation, court costs and the reasonable fees and expenses of counsel) which may be incurred by Licensors directly arising out of any breach by Licensee of the obligations imposed upon it under this Section 13. The foregoing indemnity shall survive the expiration or sooner termination of this License.
14. **CROSS-DEFAULT**. To the extent that the Licensors and the Licensee are parties to any other similar agreements, any default under such similar agreements shall be deemed to be a default under this License, and any default under such similar agreements.
15. **MISCELLANEOUS**. (a) Merger. All prior understandings and agreements between the parties with respect to the subject matter hereof are merged within this License, which alone fully and completely sets forth the understanding of the parties with respect to the subject matter hereof. This License may not be changed or terminated orally or in any manner other than by a writing signed by the party against whom enforcement of the change or termination is sought.
- (b) Successors and Assigns. This License shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. The term "Licensor," as used in this License, shall mean only the owner from time to time of the License Premises, so that in the event of any transfer or assignment of the License Premises, the transferor or assignor shall be and hereby is entirely freed and relieved of all covenants, obligations and liability of Licensors under this License, and it shall be deemed, without further agreement, that the transferee or assignee has assumed and agreed to perform and observe all obligations of Licensors under this License during the period that such transferee or assignee is the owner of the interest of License Premises.
- (c) Licensee represents that this License has been duly authorized, executed and delivered by Licensee and is enforceable against Licensee in accordance with its terms.

(d) Neither Licensor nor any tenant, nor other party now or hereafter having an interest in the Calverton Site, shall have any right of action based upon invasion of privacy, publicity, defamation, or other civil rights, in connection with the exercise of the permission and/or rights herein granted. Notwithstanding the foregoing, Licensee shall not use the name "Calverton" or "Riverhead", or any signage containing such names, and shall not use the names, pictures, or likenesses of any officials or employees of the Town of Riverhead in connection with or production of the "use" hereunder without the prior consent of Licensor, which consent shall not be unreasonably withheld or delayed.

LICENSOR:

THE TOWN OF RIVERHEAD COMMUNITY  
DEVELOPMENT AGENCY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LICENSEE:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

9/5/00

Town of Riverhead Community Development Agency

Resolution # 23

Authorizes Chairman to Execute License Agreement with Rapport Global Ent. for Use of a Portion of the Calverton Facility for Musical Rehearsal

Member

**COUNCILMAN KENT**

offered the following resolution,

which was seconded by

Member

**COUNCILMAN CARDINALE**

**WHEREAS**, Rapport Global Ent. has requested a license agreement for a portion of Plant 6 for the purposes of a musical performance rehearsal on September 20 and 21, 2000; and

**WHEREAS**, the CDA will realize net income of \$4,000 for the license period.

**THEREFORE, BE IT RESOLVED**, that the CDA hereby authorizes the Chairman to execute the license agreement substantially in the form attached hereto.

**AND BE IT FURTHER RESOLVED**, that the Town Clerk shall provide a certified copy of this resolution to Community Development Agency Director Andrea Lohneiss.

**The Vote:**

Member Densieski

Member Cardinale

Member Kent

Member Lull

Chairman Kozakiewicz

Yes  
Yes  
Yes  
Yes  
Yes

**DRAFT**LICENSE

LICENSE ("License"), made as of the \_\_\_\_ day of August, 2000, by and between **THE TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY**, having an address at 200 Howell Avenue, Riverhead, New York 11901, Attention: Andrea Lohneiss ("Licensor"), and **RAPPORT GLOBAL ENT.**, a corporation having an address at c/o Variety Ent., 180 Centennial Avenue, Pascataway NJ, 08854 Attention: Deepak Gattani ("Licensee").

W I T N E S S E T H:

**WHEREAS**, Licensor desires to license to Licensee, and Licensee desires to license from Licensor, the right to use a portion building #06-01 (the "License Premises") located at the property formerly known as the Naval Weapons Industrial Reserve Plant, Department of Defense Number 466, Calverton, New York (the "Calverton Site"), upon all of the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the mutual agreements herein contained, Licensor and Licensee, for themselves, their successors and assigns, hereby agree as follows:

1. **LICENSING.** Upon the terms and conditions hereinafter set forth, Licensor hereby licenses to Licensee, and Licensee hereby Licenses from Licensor, the right to use the License Premises.

2. **TERM OF LICENSE.** The term of this License (the "Term") shall commence on September 20, 2000 at 12:01 a.m. (the "License Commencement Date") and shall end on September 21, 2000 at 11:59 p.m. (the "Expiration Date") or on such earlier date upon which this License shall expire or be canceled or terminated pursuant to any of the conditions or covenants of this License or pursuant to law. Notwithstanding anything to the contrary contained in this License, Licensor shall have the right, exercisable in its sole discretion, to terminate this License effective immediately upon written notice from Licensor to Licensee, if (i) Licensee shall default under or be in breach, of in any of its obligations, representations or warranties hereunder and (ii) such default continues for (x) five days after written notice from Licensor with respect to monetary defaults or (y) thirty days after written notice from Licensor with respect to nonmonetary defaults. If Licensor shall so terminate this License, from and after the termination date neither party hereto shall have any rights or obligations hereunder other than those that, pursuant to the express terms hereof, survive termination of this License; provided that Licensee shall remain liable to Licensor for any default or breach by Licensee that occurred prior to such termination. Furthermore, this License is not, and shall not be construed to be, a lease or a sublease and nothing contained in this License shall be construed as granting to Licensee any interest or right as tenant or subtenant or any other interest or right other than the interest of a Licensee in accordance with the terms and provisions hereof.

3. **CONDITION OF LICENSE PREMISES.** Licensee agrees to accept the License Premises "as is," and Licensor shall have no obligation to perform any work or repairs on behalf of Licensee. Licensee acknowledges that no representations with respect to the

condition of the License Premises, or with respect to any improvements or fixtures thereon or attached thereto, have been made to it.

4. **LICENSE FEE.** Simultaneously with the execution hereof, Licensee shall pay to Licensor a fee in the amount of \$4,000.00 (the "Fee"), which Fee consists of a per diem amount of \$2,000.00 for each day of the Term.

Licensee covenants and agrees that (i) in no event shall Licensee permit any motor vehicle to (1) enter the Calverton Site other than through the Access Point (as defined below) or (2) park anywhere other than the Parking Area and (ii) a representative of Licensee shall be present at the Access Point at all times during the Event. Licensee further covenants and agrees not to permit any person that is not in a motor vehicle to enter the Calverton Site. Notwithstanding the foregoing, Licensee shall be permitted to admit pedestrians into the Calverton Site to the extent necessary to ensure the safety of such pedestrians.

5. **PAYMENT.** The Fee and all other charges, costs and expenses payable by Licensee under this License shall be paid by certified check made payable to the order of The Town of Riverhead Community Development Agency and delivered to Andrea Lohneiss at the address provided for Licensor in the preamble to this License, without notice or demand therefor (except to the extent otherwise expressly provided herein) and without any deduction, credit, set-off, counterclaim or abatement whatsoever before September 15. In every case in which Licensee is required to pay to Licensor a sum of money and said sum (or any portion thereof) is not paid when due, interest at an annual rate of 12% shall be payable on such sum (or so much thereof as shall be unpaid) from the date said sum becomes due until the date the unpaid amount is paid.

6. **USE; COVENANTS.** (a) Licensee shall use the License Premises only for rehearsing for a rock concert from September 20, 2000 through September 21, 2000 (the "Event"), to prepare the License Premises for the same and to clean and restore the License Premises, in each case, in accordance with, and subject to, the terms and provisions of this License.

(b) Licensee, at its own cost and expense, shall protect, maintain, and keep in good order, the License Premises.

(c) No additions to, or alterations of, the License Premises shall be made without the prior consent of Licensor. Upon revocation or surrender of this License, to the extent directed by Licensor, Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the License Premises to the same, or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

(d) Licensee shall be liable for any loss of, or damage to, the Calverton Site incurred in connection with the Event and shall make such restoration or repair, or monetary compensation as may be directed by Licensor. Licensee shall maintain, at a minimum, the types and amounts of insurance evidenced by the certificates attached hereto as Exhibit A. Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to Licensor's local representative a certificate of insurance or a certified copy of each



renewal policy to cover the same risks. Each policy of insurance required hereunder shall name Licensor, "CDA" and "Grubb & Ellis Management Services, Inc." as additional insureds. In the event that any item or part of the Calverton Site shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this Section 6, Licensee shall promptly give notice thereof to Licensor and shall, upon demand, either compensate Licensor for such loss or damage, or rebuild, replace or repair the item or items of the Calverton Site so lost or damaged, as Licensor may elect. In the event Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to Licensee, Licensee shall promptly refund to Licensor the amount of such proceeds.

(e) Without limiting the generality of any other provision of this Agreement, Licensee hereby covenants and agrees that (i) at all times during the Term, adequate private security shall be present at the Calverton Site to protect persons and property at the Calverton Site, (ii) only the gate at the south end of the Calverton Site (the "Access Point") shall be used for access, (iii) Licensee shall prohibit any person from smoking, or carrying, using or drinking any alcoholic beverage or illegal substance, at the Calverton Site and adequate signage stating that smoking and carrying, using or drinking alcoholic beverages or illegal substances is prohibited at the Calverton Site shall be posted at the Access Point and (iv) Licensee shall provide ample vehicles, personnel, equipment and containers to clean the License Premises and insure that the same is restored to as good condition, subject to reasonable wear and tear, on the Expiration Date as it was in on the License Commencement Date.

(f) In connection with the performance of work under this License, Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by Licensor setting forth the provisions of the nondiscrimination clause. Licensee further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

7. **ASSIGNMENT AND LICENSING.** Notwithstanding anything to the contrary contained in this License, Licensee shall not assign this License, License the License Premises in whole or in part or permit Licensee's interest in this License to be vested in any party other than Licensee by operation of law or otherwise. A transfer of more than fifty (50%) percent at any one time or, in the aggregate from time to time, of the stock, partnership or other ownership interests in Licensee, direct or indirectly, shall be deemed to be an assignment of this License.

8. **LICENSOR'S REMEDIES.** (a) If Licensee fails to perform any of its obligations hereunder in accordance with the terms hereof, then, after reasonable notice to Licensee not to exceed thirty (30) days, and an opportunity for Licensee to cure such failure, (except in case of emergency) Licensor may (but shall not be obligated to) cure such failure at the expense of Licensee, and the amount incurred by Licensor in connection with such cure shall be payable by Licensee to Licensor on demand.

(b) Except as provided in Paragraph 2 and in the immediately following sentence, in the event of a breach by Licensee hereunder, Licensors shall be limited to an action at law for damages. Notwithstanding the foregoing, in the event that Licensee holds over after the expiration of the Term, (i) Licensee shall be obligated to pay Licensors an amount equal to \$1,500 per diem for each day of the holdover term and (ii) Licensors shall have all of the rights and remedies available to it at law or in equity, including, without limitation, the right to exercise self help and to dispossess Licensee of the License Premises, change the locks on the License Premises, deny Licensee access to the License Premises and take possession of or dispose of any property at the License Premises, all at the cost and expense of Licensee. Except as provided in Paragraph 2, in no event shall Licensors have the right to enjoin the development, production, distribution or exploitation of the rock concert rehearsal hereunder.

9. **INDEMNITY.** (a) Licensee shall indemnify and hold Licensors harmless from and against any and all claims, actions, liabilities, losses, damages (including, without limitation, consequential and special damages), costs and expenses (including, without limitation, court costs and reasonable attorneys' fees and expenses) arising from or in connection with (i) the use or occupancy by Licensee of the License Premises during the term hereof, or (ii) any work or thing done or any condition created by or any other act or omission of Licensee or its employees, agents, contractors, visitors or licensees, in the License Premises or any other part of the Calverton Site in connection with Licensee's use of the License Premises, or (iii) Licensee's failure to perform any of the obligations imposed on it hereunder.

(b) The foregoing indemnity does not include any claims, actions, liabilities, losses, damages, costs and expenses resulting from Licensors's gross negligence or willful misconduct.

10. **BROKERS.** Licensee represents that it has not dealt with any broker or finder with respect to this License. Licensee agrees to indemnify and hold Licensors harmless from and against any and all loss, liability, damage, cost and expense (including, but not limited to, court costs and reasonable attorneys' fees and expenses) which Licensors may incur or sustain in connection with any claim or action by any broker or finder that may be asserted against Licensors as a result of any conversations, correspondence or other dealings between Licensee and such broker or finder.

11. **NOTICES.** Any notices to be given under this License shall be in writing and shall be sent by registered or certified mail, return receipt requested. If such notice is directed to Licensee, it shall be addressed to Licensee at **RAPPORT GLOBAL ENT.**, a corporation having an address at c/o Variety Ent., 180 Centennial Avenue, Pascataway NJ, 08854 Attention: Deepak Gattani, and if such notice is directed to Licensors, it shall be addressed to Licensors at 200 Howell Avenue, Riverhead, New York 11901, Attention: Andrea Lohneiss. Either party may, by notice in writing, direct that future notices be sent to a different address and to the attention of such other people as either Licensors or Licensee shall designate.

12. **HAZARDOUS SUBSTANCES.** (a) Generally. Licensee shall not generate, store, manufacture, refine, transport, treat, dispose of, or otherwise permit to be present on or about the License Premises, any Hazardous Substances (other than Hazardous Substances (x) customarily used in events such as the Event and (y) used, stored, transported, and disposed of in strict compliance with applicable law). As used herein, the term "Hazardous Substances" shall

mean any flammables, explosives, radioactive materials, hazardous wastes, hazardous and toxic substances or related materials, asbestos or any materials containing asbestos, or any other hazardous or toxic substance or material as defined by any Federal, State or local environmental law, rule or regulation, including, without limitation, the Resource Conservation and Recovery Act of 1976, as amended from time to time, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, the Toxic Substances Control Act, as amended from time to time, the Hazardous Materials Transportation Act, as amended from time to time, and the regulations adopted and the publications promulgated pursuant to each of the foregoing. Notwithstanding the foregoing, Licensee shall be permitted to stage fires and the like subject to Licensee obtaining the necessary permits including, without limitation, permits from the Riverhead fire department.

(b) Indemnification. Licensee shall indemnify and hold harmless Licensors from and against any and all liabilities, damages, claims, losses, penalties, judgments, causes of action, costs and expenses (including, without limitation, court costs and the reasonable fees and expenses of counsel) which may be incurred by Licensors directly arising out of any breach by Licensee of the obligations imposed upon it under this Section 12. The foregoing indemnity shall survive the expiration or sooner termination of this License.

13. MISCELLANEOUS. (a) Merger. All prior understandings and agreements between the parties with respect to the subject matter hereof are merged within this License, which alone fully and completely sets forth the understanding of the parties with respect to the subject matter hereof. This License may not be changed or terminated orally or in any manner other than by a writing signed by the party against whom enforcement of the change or termination is sought.

(b) Successors and Assigns. This License shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. The term "Licensor," as used in this License, shall mean only the owner from time to time of the License Premises, so that in the event of any transfer or assignment of the License Premises, the transferor or assignor shall be and hereby is entirely freed and relieved of all covenants, obligations and liability of Licensor under this License, and it shall be deemed, without further agreement, that the transferee or assignee has assumed and agreed to perform and observe all obligations of Licensor under this License during the period that such transferee or assignee is the owner of the interest of License Premises.

(c) Licensee represents that this License has been duly authorized, executed and delivered by Licensee and is enforceable against Licensee in accordance with its terms.

(d) Licensee shall own all rights of every kind associated with the music performed hereunder and any and all photography and/or recordings made hereunder, including the right to utilize the same in connection with the rock concert rehearsal and in connection with any other productions, in any manner whatsoever, whether now known or hereafter devised in perpetuity and throughout the universe.

(e) Neither Licensor nor any tenant, nor other party now or hereafter having an interest in the Calverton Site, shall have any right of action based upon invasion of privacy, publicity,

defamation, or other civil rights, in connection with the exercise of the permission and/or rights herein granted. Notwithstanding the foregoing, Licensee shall not use the name "Calverton" or "Riverhead", or any signage containing such names, and shall not use the names, pictures, or likenesses of any officials or employees of the Town of Riverhead in connection with or production of the rock concert rehearsal hereunder without the prior consent of Licensor, which consent shall not be unreasonably withheld or delayed.

**IN WITNESS WHEREOF**, Licensor and Licensee do hereby execute this License as of the date and year first above written.

LICENSOR:

**THE TOWN OF RIVERHEAD COMMUNITY  
DEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Name:  
Title:

LICENSEE:

**RAPPOR GLOBAL ENT.,**

By: \_\_\_\_\_  
Name:  
Title:

9/5/00

COMMUNITY DEVELOPMENT AGENCY  
RESOLUTION # 24

AMENDS CDA RESOLUTION #20

**COUNCILMAN LULL** offered the following resolution, which was  
seconded by **COUNCILMAN CARDINALE**.

WHEREAS, Resolution #20, adopted on July 18, 2000, authorized the execution of a License Agreement with Island Properties of Suffolk, Inc. for the entire 14,107 square foot Building 06-13; and

WHEREAS, said License Agreement has not yet been executed; and

WHEREAS, the Licensee has requested an amendment to authorize execution of a License Agreement with Michael Reilly Design, Inc., beginning September 1, 2000 for up to six months at a fee of \$5.00 per square foot (\$5,878 per month).

THEREFORE, BE IT RESOLVED, that the CDA Board authorizes the Chairman to execute a License Agreement substantially in the form attached hereto with Michael Reilly Design, Inc.

BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Andrea Lohneiss, CDA Director.

5 yes

7/18/00

Town of Riverhead Community Development Agency

Resolution # 20

Authorizes Chairman to Execute License Agreement with Island Properties of Suffolk, Inc.

Member Densieski offered the following resolution,

which was seconded by Member Cardinale:

**WHEREAS**, on March 21, 2000, by CDA Resolution #7, the CDA approved a license agreement for Michael Reilly Design for use of 5,400 square feet of Building 06-13; and

**WHEREAS**, the Licensee, Michael Reilly Design, did not execute said License Agreement; and

**WHEREAS**, Island Properties of Suffolk, Inc. desires to lease the entire building, 14,107 square feet, at \$5 per square foot beginning August 1, 2000 for up to six months; and

**WHEREAS**, the Town Board desires to encourage additional jobs and revenue to the Town pending closing on the property by the Buyer; and

**WHEREAS**, this Town Board has balanced such interests and hereby makes the following findings:

1. The proposed license agreements are of short duration;
2. That proposed uses under the license agreements are consistent with the objectives of the Town's Zoning Ordinance;
3. There is a clear mutuality of purpose and goals in this action being that the same elected representatives serve as members of the CDA and the Town Board; and

**WHEREAS**, the CDA will realize net income of \$5,878 per month during the license period.

**THEREFORE, BE IT RESOLVED**, that the CDA hereby authorizes the Chairman to execute the license agreement substantially in the form attached hereto.

**AND BE IT FURTHER RESOLVED**, that the Town Clerk shall provide a certified copy of this resolution to Community Development Agency Director Andrea Lohneiss.

The Vote:

State of New York)  
County of Suffolk) ss:  
Town of Riverhead

THIS IS TO CERTIFY that I, the undersigned, Secretary/Treasurer of the Riverhead Community Development Agency, Town of Riverhead, County of Suffolk, have compared the foregoing copy with the original now on file in this office and which was duly filed on the 21<sup>st</sup> day of July 2000, and that the same is a true and correct transcript of said and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the said Riverhead Community Development Agency, this 21<sup>st</sup> day of July 2000.

*Andrea Lohneiss*

LICENSE

License ("License"), made as of the \_\_\_\_ day of July, 2000, by and between the **Town of Riverhead Community Development Agency**, having an address at 200 Howell Avenue, Riverhead, NY 11901, Attention: Andrea Lohneiss ("Licensor") and ~~Island Properties of Suffolk, Inc.~~ *med*, a corporation having an address at: ~~405 Farnham Road, Mattituck, NY, 11952~~ Attention: ~~Berick DeBorja~~, President ("Licensee").  
*m Kelly*

W I T N E S S E T H

**WHEREAS**, Licensor desires to license to Licensee, and Licensee desires to license to Licensor, the right to use approximately 14,107 square feet in Building 06-13 as depicted on Exhibit A (the "License Premises") located at the property formerly known as the Naval Weapons Industrial Reserve Plant, Department of Defense Number 466, Calverton, New York (the "Calverton Site"), upon all of the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the mutual agreements herein contained, Licensor and Licensee, for themselves, their successors, and assigns, hereby agree as follows:

1. **LICENSING.** Upon the terms and conditions hereafter set forth, Licensor hereby licenses to Licensee, and Licensee hereby licenses from Licensor, the right to use the License Premises.
2. **TERM OF LICENSE.** The term of this License (the "Term") shall commence on ~~August~~ *Sept. 1*, 2000 (the "License Commencement Date") and shall end on the earlier of *March 1,* (a) ~~February~~, 2001 and (b) the date on which the closing shall occur under that certain Agreement of Sale dated as of June 15, 1999 between Licensor and Calverton Camelot LLC. (in either case, the "Expiration Date") or such earlier date upon which this License shall expire or be canceled or terminated pursuant to any of the conditions or covenants of this License or pursuant to law. Notwithstanding anything to the contrary contained in this License, Licensor shall have the right, exercisable in its sole discretion, to terminate this License effective immediately upon written notice from Licensor to Licensee, if (i) Licensee shall default under or be in breach, of in any of its obligations, representations or warranties hereunder and (ii) such default continues for (x) five days after written notice from Licensor with respect to monetary defaults or (y) thirty days after written notice from Licensor with respect to nonmonetary defaults. If Licensor shall so terminate this License, from and after the termination date neither party hereto shall have any rights or obligations hereunder other than those that, pursuant to the express terms hereof, survive termination of this License; provided that Licensee shall remain liable to Licensor for any default or breach by Licensee that occurred prior to such termination. Furthermore, this License is not, and shall not be construed to be, a lease or a sublease and nothing contained in this License shall be construed as granting to Licensee any interest or right as tenant or subtenant or any other interest or right other than the interest of a Licensee in accordance with the terms and provisions hereof.

3. **CONDITIONS OF LICENSE PREMISES.** Licensee agrees to accept the License Premises "as is," and Licensor shall have no obligation to perform any work or repairs on behalf of Licensee. Licensee acknowledges that no representations with respect to the condition of the License Premises, or with respect to any improvement or fixtures thereon or attached thereto, have been made to it. Licensee shall be responsible for all start-up costs and expenses and for all costs and expenses associated with the operation of the License Premises, including without limitation, utility usage costs. Invoices will be provided to Licensee monthly and re to be paid within 10 days. Specifically, Licensee must install electric and steam meters and incur other start-up costs, including but not limited to reactivation of sprinklers, including quarterly testing as required by the Riverhead Fire Marshall, and reactivation of bathrooms. Licensee is responsible for connection of building to municipal water upon installation of the mains including design, inspection and key money.
4. **SECURITY DEPOSIT.** Licensee shall deposit with Licensor on the date hereof an amount equal to \$5,878 as security for the faithful performance and observation by Licensee of the terms, conditions and provisions of this License. If a default shall occur and be continuing hereunder, Licensor may apply or retain the whole or any part of the security so deposited to the extent necessary to cure such default. Upon termination of this License, Licensor shall return to Licensee such deposit, less any amounts to which Licensor is entitled pursuant to the terms hereof.
5. **LICENSE FEE.** Licensee shall pay to Licensor, in accordance with Section 6 hereof (a) on the date hereof an amount equal to \$17,634 and (b) on the first business day of each month commencing with November 1, 2000, an amount equal to \$5,878 (all of the amounts to be paid by Licensee hereunder, collectively, the "Fee"). In the event that the Term shall terminate on a day other than the last day of a calendar month or in the event that the Term shall terminate prior to October 31, 2000, Licensor and Licensee shall equitably prorate the amount of the Fee actually paid to Licensor for such period.

Licensee covenants and agrees that in no event shall Licensee permit any motor Vehicle to (1) enter the Calverton Site other than through the Access Point (as defined below) or (2) park anywhere other than in the parking area depicted on Exhibit A attached here (the "Parking Area"). Licensee shall be solely responsible for keeping the Parking Area free and clear of debris and snow.

6. **PAYMENT.** The Fee and all other charges, costs and expenses payable by Licensee under this License shall be paid by certified check payable to the order of the Town of Riverhead Community Development Agency and delivered to Andrea Lohneiss at the address provided for Licensor in the preamble to this License, without notice or demand therefor (except to the extent otherwise expressly provided herein) and without any deduction, credit, set-off, counterclaim or abatement whatsoever in every case in which Licensee is required to pay Licensor a sum of money and said sum (or any portion thereof) is not Paid when due, interest at an annual rate of 12%



shall be payable on such sum (or so much thereof as shall be unpaid) from the date said sum becomes due until the date the unpaid amount is paid.

7. **USE; COVENANTS.** (a) Licensee shall use the License Premises only for the ~~design and manufacturing of household and commercial cabinets~~ (the "Uses") to prepare the License Premises for the same and to clean and restore the License Premises, in each case, in accordance with, and subject to, the terms and provisions of this License. Licensee shall be responsible for compliance with local zoning and for obtaining all permits necessary to conduct its business.

(b) Licensee, at its own cost and expense, shall protect, maintain, and keep in good order, the License Premises.

(c) No additions to, or alterations of, the License Premises shall be made without the prior consent of Licensor or in violation of any applicable building codes. Upon revocation or surrender of this License, to the extent directed by Licensor, Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the License Premises to the same, or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

(d) Licensee shall be liable for any loss of, or damage to, the Calverton Site incurred in connection with the Uses and shall make restoration or repair, or monetary compensation as may be directed by Licensor. Licensee shall maintain, at a minimum, the types and amounts of insurance evidenced by the certificates attached hereto as Exhibit B. Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks. Each policy of insurance required hereunder shall name Licensor "Town of Riverhead Community Development Agency" and "Grubb & Ellis Management Services, Inc." as additional insureds. In the event that any items or part of the Calverton Site shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this Section 7, Licensee shall promptly give notice thereof to Licensor and shall, upon demand, either compensate Licensor for such loss or damage, or rebuild, replace or repair the item or items of the Calverton Site so lost or damaged, as Licensor may elect. In the event Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage that has created the need for such repair, rebuilding or replacement have been paid to Licensee, Licensee shall promptly refund to Licensor the amount of such proceeds.

(e) Without limiting the generality of any other provision of this Agreement, Licensee hereby covenants and agrees that Licensee shall provide ample vehicles, personnel, equipment and containers to clean the License Premises and insure that the same is restored to as good condition, subject to reasonable wear and tear, on the Expiration Date as it was in on the License Commencement Date.

(f) In connection with the performance of work under this License, Licensee agrees not to discriminate against any employee or applicant for employment because race, religion, color or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by Licensor setting forth the provisions of the nondiscrimination clause. Licensee further agrees to insert the foregoing in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

(g) Licensor shall have the sole authority to determine what entity or entities shall provide the following services to the Calverton Site: any and all telecommunications products and services including but not limited to telephone, intellipath, ISDN, data circuits, satellite communications services, fiber, cable, electric and water. Licensee shall not install or contract for the installation of any of the foregoing services without the express written consent of the Licensor.

8. **ASSIGNMENT AND LICENSING.** Notwithstanding anything to the contrary contained in this License, Licensee shall not assign this License, License the License Premises in whole or in part or permit Licensee's interest in this License to be vested in any party other than Licensee by operation of law or otherwise. A transfer of more than fifty (50%) at any one time or, in the aggregate from time to time, of the stock, partnership or other ownership interests in Licensee, direct or indirectly shall be deemed to be an assignment of this License.

9. **LICENSOR'S REMEDIES.** (a) If Licensee fails to perform any of its obligations hereunder in accordance with the terms hereof, then, after reasonable notice to Licensee not to exceed thirty (30) days, and an opportunity for Licensee to cure such failure, (except in case of emergency) License may (but shall not be obligated to) cure such failure at the expense of Licensee, and the amount incurred by Licensor in connection with such cure shall be payable by Licensee to Licensor on demand.

(b) Except as provided in Section 2 and in the immediately following sentence, in the event of a breach by Licensee hereunder, Licensor shall be limited to an action at law for damages. Notwithstanding the foregoing, in the event that Licensee holds over after the expiration of the Term, (i) Licensee shall be obligated to pay Licensor an amount equal to \$750 per diem for each day of the holdover term and (ii) Licensor shall have all of the rights and remedies available to it at law or in equity, including, without limitation, the right to exercise self help and to dispossess Licensee of the License Premises, change the locks on the License Premises, deny Licensee access to the License Premises and take possession of or dispose of any property at the License Premises, all at the cost and expense of Licensee. Except as provided in Section 2, in no event shall Licensor have the right to enjoin Licensee's performance of the Uses.

10. **INDEMNITY.** (a) Licensee shall indemnify and hold Licensors harmless from and against any and all claims, actions, liabilities, losses, damages (including, without limitation, consequential and special damages), costs and expenses (including, without limitation, court costs and reasonable attorneys' fees and expenses) arising from or in connection with (i) the use or occupancy by Licensee of the License Premises during the term hereof, or (ii) any work or thing done or any condition created by or any other act or omission of Licensee or its employees, agents, contractors, visitors or licensees, in the License Premises or any other part of the Calverton Site in connection with Licensee's use of the License Premises, or (iii) Licensee's failure to perform any of the obligations imposed on it hereunder.

(b) The foregoing indemnity does not include any claims, actions, liabilities, losses, damages, costs and expenses resulting from Licensors' gross negligence or willful misconduct.

11. **Brokers.** Licensee represents that it has not dealt with any broker or finder other than Grubb & Ellis with respect to this License. Licensee agrees to indemnify and hold Licensors harmless from and against any and all loss, liability, damage, cost and expense (including, but not limited to, court costs and reasonable attorneys' fees and expenses) which Licensors may incur or sustain in connection with any claim or action by any broker or finder that may be asserted against Licensors as a result of any conversations, correspondence or other dealings between Licensee and such broker or finder.

12. **NOTICES.** Any notices to be given under this License shall be in writing and shall be sent by registered or certified mail, return receipt requested. If such notice is directed to Licensee, it shall be addressed to Licensee at Island Properties of Suffolk, Inc., PO ———, Southold, NY, Attention: Derrick Doubrava, President, and if such notice is directed to Licensors, it shall be addressed to Licensors at 200 Howell Avenue, Riverhead, New York 11901, Attention: Andrea Lohneiss. Either party may, by notice in writing, direct that future notices be sent to a different address and to the attention of such other people as either Licensors or Licensee shall designate.

Island Properties of Suffolk, Inc., a corporation having an address at: ———, Southold, NY, Attention:

13. **HAZARDOUS SUBSTANCES.** (a) Generally. Licensee shall not generate, store, manufacture, refine, transport, treat, dispose of, or otherwise permit to be present on or about the License Premises, any Hazardous Substances (other than Hazardous Substances (x) customarily used in events such as the Event and (y) used, stored, transported, and disposed of in strict compliance with applicable law). As used herein, the term "Hazardous Substances" shall mean any flammables, explosives, radioactive materials, hazardous wastes, hazardous and toxic substances or related materials, asbestos or any materials containing asbestos, or any other hazardous or toxic substance or material as defined by any Federal, State or local environmental law, rule or regulation, including, without limitation, the Resource Conservation and Recovery Act of 1976, as amended from time to time, the Comprehensive

Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, the Toxic Substances Control Act, as amended from time to time, the Hazardous Materials Transportation Act, as amended from time to time, and the regulations adopted and the publications promulgated pursuant to each of the foregoing.

- b. In addition to the foregoing, (A) Licensee hereby agrees to comply at all times with and to cause the License Premises to be in compliance at all times with the Suffolk County Health Department Regulations and (B) Licensee shall file for a fire prevention permit and hazardous material permit from the Town of Riverhead.
- c. Indemnification. Licensee shall indemnify and hold harmless Licensor from and against any and all liabilities, damages, claims, losses, penalties, judgments, causes of action, costs and expenses (including, without limitation, court costs and the reasonable fees and expenses of counsel) which may be incurred by Licensor directly arising out of any breach by Licensee of the obligations imposed upon it under this Section 13. The foregoing indemnity shall survive the expiration or sooner termination of this License.

- 14. CROSS-DEFAULT. To the extent that the Licensor and the Licensee are parties to any other similar agreements, any default under such similar agreements shall be deemed to be a default under this License, and any default under such similar agreements.

- 15. MISCELLANEOUS. (a) Merger. All prior understandings and agreements between the parties with respect to the subject matter hereof are merged within this License, which alone fully and completely sets forth the understanding of the parties with respect to the subject matter hereof. This License may not be changed or terminated orally or in any manner other than by a writing signed by the party against whom enforcement of the change or termination is sought.

(b) Successors and Assigns. This License shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. The term "Licensor," as used in this License, shall mean only the owner from time to time of the License Premises, so that in the event of any transfer or assignment of the License Premises, the transferor or assignor shall be and hereby is entirely freed and relieved of all covenants, obligations and liability of Licensor under this License, and it shall be deemed, without further agreement, that the transferee or assignee has assumed and agreed to perform and observe all obligations of Licensor under this License during the period that such transferee or assignee is the owner of the interest of License Premises.

(c) Licensee represents that this License has been duly authorized, executed and delivered by Licensee and is enforceable against Licensee in accordance with its terms.

(d) Neither Licenser nor any tenant, nor other party now or hereafter having an interest in the Calverton Site, shall have any right of action based upon invasion of privacy, publicity, defamation, or other civil rights, in connection with the exercise of the permission and/or rights herein granted. Notwithstanding the foregoing, Licensee shall not use the name "Calverton" or "Riverhead", or any signage containing such names, and shall not use the names, pictures, or likenesses of any officials or employees of the Town of Riverhead in connection with or production of the "use" hereunder without the prior consent of Licenser, which consent shall not be unreasonably withheld or delayed.

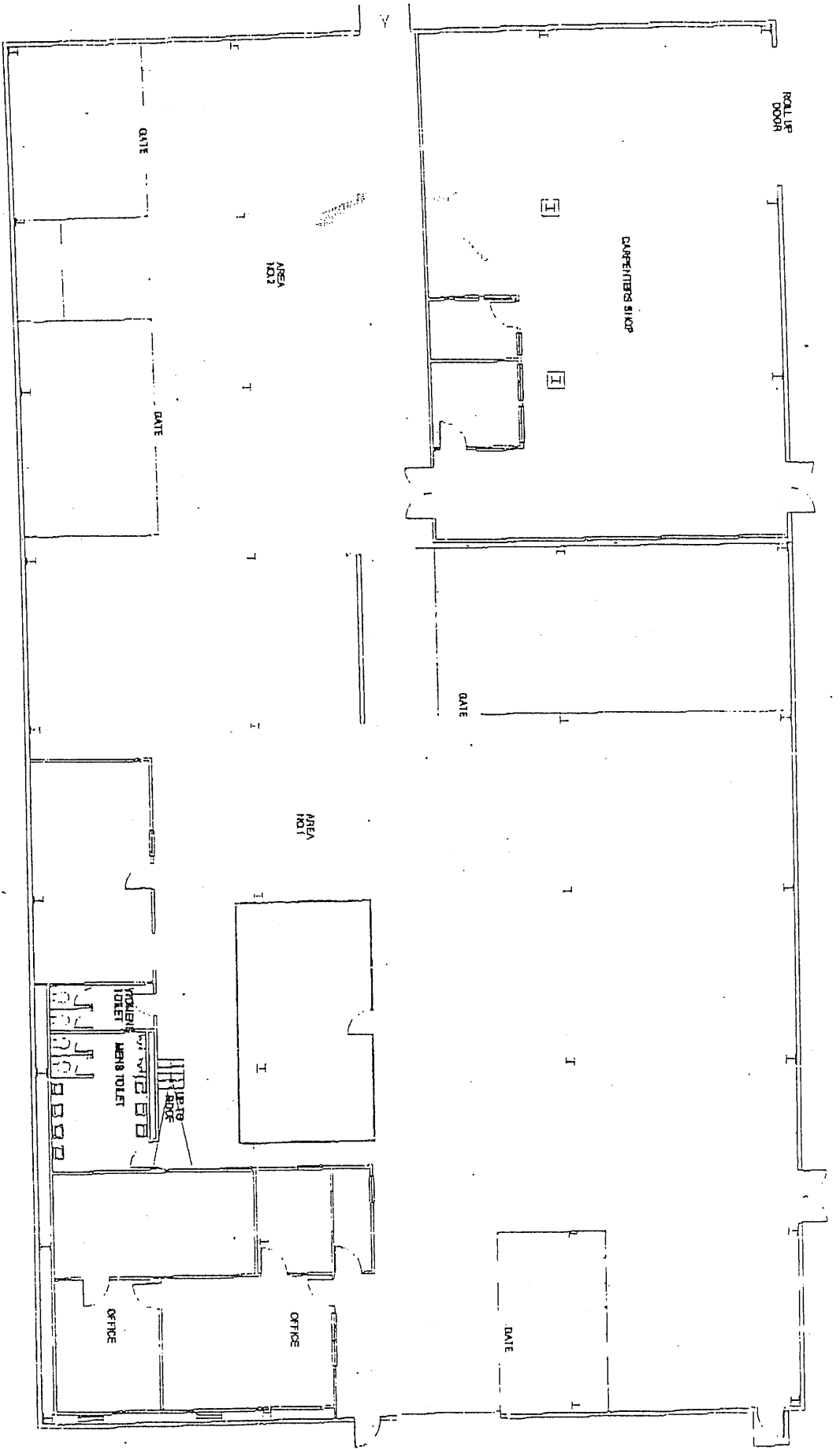
LICENSOR:

THE TOWN OF RIVERHEAD COMMUNITY  
DEVELOPMENT AGENCY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LICENSEE:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



BLDG 06-013

9/5/00

COMMUNITY DEVELOPMENT AGENCY  
RESOLUTION # 25

AUTHORIZES CHAIRMAN TO EXECUTE RUNWAY USE  
AGREEMENT WITH SKYDIVE LONG ISLAND

**COUNCILMAN DENSIESKI** offered the following resolution, which was  
seconded by **COUNCILMAN KENT**.

WHEREAS, by CDA Resolution #16, adopted July 5, 2000, the CDA authorized the Chairman to execute a License Agreement with Skydive Long Island involving the use of 2184 square feet of Buildings 06-24 and 06-25; and

WHEREAS, Skydive Long Island's proposed operations require use of a runway, said use not being addressed in the building use agreement; and

WHEREAS, the CDA Board desires to permit the use of the 10,000 foot runway by Skydive Long Island according to the terms and conditions described in the attached Runway Use Agreement and Exhibit A; and

WHEREAS, the CDA Board desires to identify a specific "tie down" area as depicted on the attached Exhibit A and a specific "drop zone" not depicted but to be determined following execution of the Runway Use Agreement.

THEREFORE, BE IT RESOLVED, that the CDA hereby authorizes the Chairman to execute a Runway Use Agreement substantially in the form attached hereto.

BE IT FURTHER RESOLVED, that the Town Clerk shall forward a certified copy of this resolution to Dawn Thomas, Town Attorney, and Andrea Lohneiss, CDA Director.

5/yes

## RUNWAY USE AGREEMENT

This agreement, made and entered into this \_\_\_\_\_ day of September, 2000, between the Town of Riverhead Community Development Agency ("CDA") and Skydive Long Island, a New York corporation with offices at 220 Pleasure Drive, Flanders, NY 11901.

### WITNESSETH

WHEREAS, the CDA owns two runways and related facilities located at Enterprise Park in Calverton ("EPCAL"), New York, and

WHEREAS, the CDA has authorized a license agreement permitting Sky Dive Long Island to utilize approximately 2,184 square feet of office space in buildings 6-24 and 06-25 at the EPCAL property which is located within the Town's Planned Industrial Park District, and

WHEREAS, in connection with its license to utilize the aforementioned property, Skydive Long Island wishes to utilize the runways in connection with the operations of its flight school, aircraft maintenance shop and sport parachuting club. All of the aforementioned uses are permitted pursuant to the Town's Zoning, and

NOW, THEREFORE, and in consideration of the mutual covenants and agreements herein contained, CDA does hereby demise and provide to Skydive Long Island and Skydive Long Island does hereby take from CDA the right to utilize certain facilities, rights, services and privileges as follows:

1. Term: The term of this Agreement shall be for a period of six (6) months commencing August 1, 2000 and ending January 31, 2001, at which time this Agreement shall terminate, unless sooner terminated as provided for herein.

2. Premises: CDA hereby grants Skydive Long Island the right to utilize the full length of each runway as is necessary to conduct its business for taxiing, take-offs, landings and aircraft storage. CDA further grants Skydive Long Island the right to utilize the "tie down" area depicted in Exhibit A annexed hereto for the parking of aircraft. Skydive Long Island agrees not to utilize the premises for any purposes, other than the purposes identified herein, unless otherwise authorized, in writing, by the CDA and subject to any other licenses or approvals, governmental or otherwise, that may be required.



3. Skydive Long Island shall also have the right to utilize a "drop zone", consisting of approximately 5 acres to be determined by the Town Board following the execution of this agreement, as a landing location for parachuters dropped over the licensed premises. The CDA may change the location of the drop zone upon 30 days written notice to Skydive Long Island.

4. Permitted Aircraft: Skydive Long Island agrees that it shall utilize only the aircraft listed on Exhibit A hereto without prior express written permission from the CDA

5. License Fee: The License fee for the utilization of the runway and taxiways shall be Five Hundred (\$500.00) Dollars per month and the License fee for the utilization of the tie down facilities and the drop zone shall be One Thousand Five Hundred (\$1, 500.00) Dollars per month due and payable on the first of each and every month.

6. Ingress and Egress: Subject to any applicable rules and regulations governing the use of the runway, CDA grants Skydive Long Island the right the full free and unrestricted right of ingress and egress in common with others having such right.

7. Signs and Advertising: No signs shall be placed at the premises, other than on the building licensed to be used by Skydive Long Island pursuant to the license agreement between Skydive Long Island and the CDA, without first obtaining permission from the CDA and the necessary permits from the Town of Riverhead.

8. Condition of the Facilities: Skydive Long Island has examined the subject runway and tie down area listed as Exhibit A hereto. Skydive Long Island is fully familiar with the condition of the runway and its related facilities and agrees to accept the runway and its related facilities, including, but not limited to runway lighting and painting, in "as is" condition. Excel further agrees to maintain the runway and taxiway in a safe and usable condition, free of debris and other foreign objects.

9. Wildlife. Skydive Long Island is fully aware of the existence of the large numbers of wildlife, including, but not limited to geese and deer, that freely traverse the runway, taxiways and adjacent areas on the subject property. Skydive Long Island acknowledges that the existence of the wildlife poses a potential hazard to aircraft utilizing the runway. Notwithstanding the foregoing, Skydive Long Island agrees that it is responsible for ensuring that any wildlife is cleared from runway, taxiways, and adjacent areas as is necessary to enable it to conduct its business as set forth herein. Skydive Long Island further agrees that it

shall indemnify and hold the Town harmless from any liability arising from the existence of wildlife on the runways as described herein.

10. Skydive Long Island hereby acknowledges that the airport is currently unattended and that the CDA does not carry out any of the maintenance or operational functions at the airport. Skydive acknowledges that neither the Town, nor the CDA has no responsibility for the existing condition of the facilities and further agrees that the neither the Town, nor the CDA shall not be required to maintain or operate the airport.

11. Skydive Long Island hereby releases, holds harmless and indemnifies the CDA and the Town of Riverhead from any liability arising in connection with the use of the runway, taxiways and related facilities, as set forth in this agreement.

12. Assignment. Skydive Long Island may not assign, transfer or sub-lease the whole, or any part of this agreement, or the subject properties. Nor will Skydive Long Island allow the use of its rights and privileges granted hereunder, by any entity, without the prior written permission of the CDA.

13. Successors and Assigns: All the covenants, stipulations and agreements herein shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

14. Indemnity and Insurance: Skydive Long Island shall protect, defend and hold the CDA and the Town of Riverhead completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person, or damage to any property, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorneys fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the premises or the acts or omissions of Lessee's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage is caused by the sole negligence of the CDA or the Town of Riverhead in carrying out its obligations hereunder. The provision of this section shall survive the expiration or early termination of this Agreement.

15. Skydive Long Island further agrees to carry public liability and automobile liability insurance in an amount not less than \$1,000,000.00 combined single limit covering bodily injury and property damage per occurrence in a company(ies) acceptable to the CDA and the Town of Riverhead, in which policy the CDA and the Town of Riverhead shall be

named as additional insureds. Skydive Long Island shall furnish satisfactory evidence that such insurance is in effect and will not be canceled during the term of this Agreement without thirty (30) days prior written notice of such cancellation to Authority.

16. This agreement shall terminate immediately, and without notice to Skydive Long Island, Inc. in the event of the termination of the License Agreement between the Town of Riverhead CDA and Skydive Long Island, Inc., dated September 2000, concerning the use of buildings 06-24 and -6-25 at the Calverton Site.

17. This agreement incorporates by reference the language contained in the license agreement between the parties dated September , 2000 concerning the use of buildings 06-24 and 06-25 at the Calverton Site.


IN WITNESS WHEREOF, the parties hereto do hereby execute this License as of the date and year first above written.

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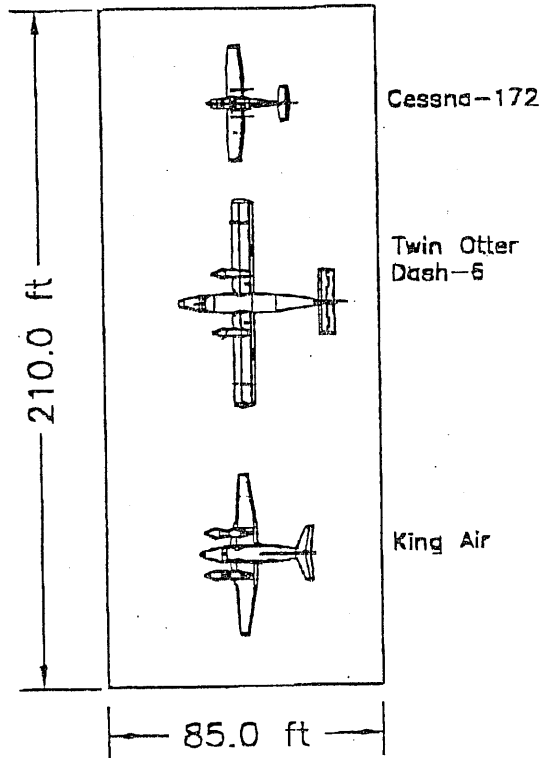
Town of Riverhead  
By: Robert F. Kozakiewicz

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Skydive Long Island  
By:



Apron Space Needed 17,850  
sq. ft.



Scale 1" = 60'

APRON LAYOUT  
Configuration B

7/5/00

Town of Riverhead Community Development Agency

Resolution # 16

Authorizes Chairman to Execute License Agreement with Skydive Long Island

Member Lull

offered the following resolution,

which was seconded by Member Kent:

**WHEREAS**, Skydive has requested a license agreement for 2,184 square feet of Buildings 06-24 and 06-25 beginning August 1, 2000 for up to six months; and

**WHEREAS**, the CDA will realize net income of \$825 per month for 2,184 square feet of Buildings 06-24 and 06-25 during the license period, subject to future agreement regarding the runways, tie down area, drop zones, maintenance and other aviation-related costs.

**THEREFORE, BE IT RESOLVED**, that the CDA hereby authorizes the Chairman to execute the license agreement substantially in the form attached hereto.

**AND BE IT FURTHER RESOLVED**, that the Town Clerk shall provide a certified copy of this resolution to Community Development Agency Director Andrea Lohneiss.

The Vote:

Member Densieski YES

Member Cardinale YES

Member Kent YES

Member Lull YES

Chairman Kozakiewicz YES

**The Resolution is ADOPTED.**

State of New York)  
County of Suffolk) ss:  
Town of Riverhead

THIS IS TO CERTIFY that I, the undersigned, Secretary/Treasurer of the Riverhead Community Development Agency, Town of Riverhead, County of Suffolk, have compared the foregoing copy with the original now on file in this office and which was duly filed on the 27<sup>th</sup> day of July 2000, and that the same is a true and correct transcript of said and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the said Riverhead Community Development Agency, this 27<sup>th</sup> day of July 2000.

Andrea Lohneiss  
Secretary/Treasurer of the Community Development Agency

# Adopted

9/5/00

## TOWN OF RIVERHEAD

Resolution # 769

**AUTHORIZES THE SUPERVISOR TO EXECUTE THIRD PARTY CUSTODIAN  
AGREEMENT BETWEEN TOWN OF RIVERHEAD, NORTH FORK BANK AND  
BANK OF NEW YORK**

COUNCILMAN CARDINALE offered the following resolution, was seconded by

COUNCILMAN LULL :

**NOW THEREFORE BE IT HEREBY RESOLVED**, that the Supervisor is hereby authorized to execute a Third Party Custodian Agreement between the Town of Riverhead, North Fork Bank and Bank of New York.

**RESOLVED**, that the Town Clerk is hereby directed to forward a certified copy of this resolution to John J. Hansen, Financial Administrator and North Fork Bank, Attn: Denise C. Perrone, Assistant Vice President, 275 Broad Hollow Road, P.O. Box 8914, Melville, New York, 11747.

**THE VOTE**

Densleek	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY ADOPTED

9/5/00

**Adopted**

## TOWN OF RIVERHEAD

Resolution # 770**AUTHORIZES THE SUPERVISOR TO EXECUTE THIRD PARTY CUSTODIAN AGREEMENT BETWEEN TOWN OF RIVERHEAD, SUFFOLK COUNTY NATIONAL BANK AND MANUFACTURERS AND TRADERS TRUST COMPANY****COUNCILMAN LULL**

offered the following resolution, was seconded by

**COUNCILMAN DENSIESKI**

**NOW THEREFORE BE IT HEREBY RESOLVED**, that the Supervisor is hereby authorized to execute a Third Party Custodian Agreement (copy attached herewith) between the Town of Riverhead, Suffolk County National Bank and Manufacturers and Traders Trust Company.

**RESOLVED**, that the Town Clerk is hereby directed to forward a certified copy of this resolution to John J. Hansen, Financial Administrator and Suffolk County National Bank, Attn: J. Gordon Huszagh, Chief Financial Officer, 206 Griffing Avenue, P.O. Box 9000, Riverhead, New York, 11901

**THE VOTE**

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY ADOPTED

### THIRD PARTY CUSTODIAN

THIS AGREEMENT, made and executed this 15th day of July, 2000, between the Town of Riverhead, located in the County of Suffolk, State of New York ("Local Government"), The Suffolk County National Bank having offices at Riverhead, New York ("Bank") and Manufacturers and Traders Trust Company (M&T Bank), having offices at Buffalo, New York ("Custodian").

### W I T N E S S E T H

WHEREAS, Local Government desires to maintain or continue to maintain public deposits with the Bank;

WHEREAS, the Bank desires to obtain such deposits and to provide security therefor as required by the General Municipal Law, Banking Law and other applicable statutes;

WHEREAS, the Custodian agrees to provide safekeeping services and to hold any securities pledged by the Bank in a custodial account established for the benefit of the Local Government as secured party pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth hereafter, the parties hereto agree as follows:

1. Schedule of Deposits and Required Security

Attached, as Exhibit A hereto is the collateral requirements. The Local Government and the Bank have agreed to select Option B of Exhibit A. The bank will provide Eligible Collateral that is enumerated in Exhibit B, sub paragraphs (I), (iii) (iv) and (ix). These securities satisfy the criteria, of being 100 percent of Eligible Market Value Collateral.

As a result of that criteria, the Market Value and the Adjusted Market Value shall be the same. Any amendments to change the Collateral Requirement Option shall be confirmed in writing by either party at least three (3) Business Days before the new Option becomes effective.



Security Requirements.

- a. The Bank, to secure the timely payment of Uninsured Deposits heretofore or hereafter made by the Local Government, including any interest due thereon, shall provide the Local Government with Eligible Collateral having an Adjusted Market Value equal to the Collateral Requirement. Whenever Eligible Securities are provided pursuant to this paragraph, the Bank hereby grants to the Local Government a pledge and security interest in and to such Eligible Securities and shall deliver such Eligible Securities to the Custodian in the manner prescribed in section 3 of this Agreement. The security interest of the Local Government in Eligible Securities shall terminate upon the transfer of such Eligible Securities from the Account. Eligible Letters of Credit and Eligible Surety Bonds provided pursuant to this paragraph shall be subject to the prior approval of the Local Government unless the Local Government has approved in writing the form of an Eligible Letter of Credit or Eligible Surety Bond to be issued by a specific entity or the form of such Eligible Letter of Credit or Eligible Surety Bond is attached hereto as an Exhibit.
- b. The Custodian will daily determine the Adjusted Market Value of the Eligible Collateral provided pursuant to this Agreement. If the Adjusted Market Value of such Eligible Collateral is less than the Collateral Requirement, the Custodian will so notify the Bank and the Bank shall, upon such notice, be required to provide additional Eligible Collateral having a Adjusted Market Value equal to or greater than such deficiency no later than one Business Day after receipt of such notice.  
If the Adjusted Market Value of the Eligible Collateral provided pursuant to this Agreement exceeds the Collateral Requirement, the Custodian, at the direction of the Bank, shall transfer securities from the Account, or in the case of other Eligible Collateral, cause or consent to a reduction in the amount thereof, to the extent of such excess.
- c. The Bank may substitute Eligible Collateral ("Substitute Collateral") for any Eligible Collateral previously provided pursuant to this Agreement so long as the Substitute Collateral has an Adjusted Market Value equal to or greater than the Eligible Collateral which it will replace. The Bank shall give Written or Oral Notice thereof to the Custodian of any proposed substitution. In the event that the Custodian determines that the Substitute Collateral described in such notice consists exclusively of Eligible Securities having sufficient Adjusted Market Value, the Custodian, at the direction of the Bank, shall transfer the Eligible Securities out of the Account against delivery to the Account on the same Business Day of the Substitute Collateral. In the event the Substitute Collateral described in such notice consists of an Eligible Letter of Credit or Eligible Surety Bond, the prior consent of the Local Government shall be required before the Bank or Custodian may complete the substitution described in such notice unless the Local Government has, in writing, previously approved and consented to the form and issuer of the Eligible Letter of Credit and/or Eligible Surety Bond to be provided as Substitute

Collateral.

- d. The Custodian, to the extent not contained in the confirmation required by paragraph c of section 3 of this Agreement, shall provide the Local Government with a written confirmation setting forth: (1) a complete description of Eligible Collateral provided, reduced or transferred to or from the Account pursuant to this section; and, (2) the Market Value and Adjusted Market Value of such Eligible Collateral as of the date of such transaction.

### 3. Custody of Eligible Securities

- a. The Bank and Local Government hereby appoint the Custodian as custodian of all Eligible Securities at any time delivered to the Custodian pursuant to this Agreement. The Custodian hereby accepts appointment as such Custodian and agrees to establish and maintain the Account and appropriate records identifying the Eligible Securities as pledged by the Bank to the Local Government. The Account shall be kept separate and apart from the general assets of the Custodian and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or liability of the Custodian. The Custodian, in performing its duties and responsibilities pursuant to this Agreement, shall act as Custodian for, and agent of, the Local Government.
- b. The Bank and Local Government agree that Eligible Securities delivered to the Custodian for deposit in the Account may be in the form of credits to the accounts of the Custodian at the Book Entry System or a Depository or by delivery to the Custodian of physical certificates in a form suitable for transfer or with an assignment in blank to the Local Government or Custodian. The Bank and Local Government hereby authorize the Custodian on a continuous and ongoing basis to deposit in the Book Entry System and/or the Depositories all Eligible Securities that may be deposited therein and to utilize the Book Entry System and/or Depositories and the receipt and delivery of physical securities or any combination thereof in connection with its performance hereunder. Eligible Securities credited to the Account and deposited in the Book Entry System or Depositories or other financial intermediaries will be represented in accounts of the Custodian that include only assets held by the Custodian for customers, including but not limited to accounts in which the Custodian acts in a fiduciary, agency or representative capacity. Eligible Securities that are not held in the Book Entry System, Depositories or through another financial intermediary will be held in the Custodian's vault and physically segregated from securities and other non-cash property belonging to the Custodian.
- c. The Custodian shall provide the Local Government and Bank with a written confirmation on each Business Day on which Eligible Securities are transferred to and from the Account. Such confirmation shall identify the specific securities which are the subject to the confirmation and state both the Market Value and

Adjusted Market Value thereof. The Custodian shall also provide the Local Government and the Bank each month with a statement identifying all Eligible Securities in the Account, the Market Value and Adjusted Market Value thereof as of the date of such statement.

- d. The Account shall not be subject to any security interest, lien or any right of set-off by or against the Custodian.
- e. With respect to all Eligible Securities held in the Account, the Custodian by itself, or through the use of the Book Entry System or the appropriate Depository, shall, unless otherwise instructed to the contrary by the Bank: (i) collect all income and other payments reflecting interest and principal on the Eligible Securities in the Account and credit such amounts to the account of the Bank; (ii) forward to the Bank copies of all information or documents that it may receive from an issuer of Eligible Securities which, in the opinion of the Custodian, are intended for the beneficial owner of the Eligible Securities including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any Eligible Securities held by the Custodian hereunder; and (v) upon receipt of written instruction from the Bank, the Custodian will exchange Eligible Securities held hereunder for other securities and/or cash in connection with (a) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (b) any exercise, subscription, purchase or other similar rights.

#### 4. Events of Default

In the event the Bank shall fail to pay the Local Government any amount of the Deposits by the Local Government covered by this Agreement in accordance with the terms of such Deposit, or should the Bank fail or suspend active operations, the Deposits in such Bank shall become due and payable immediately and the Local Government shall have the right to unilaterally demand delivery of all Eligible Securities in the Account by notice to the Custodian and to sell such securities at public or private sale. In the event of such sale, the Local Government, after deducting all legal expenses and other costs, including reasonable attorneys fees, from the proceeds of such sale, shall apply the remainder towards any one or more of the liabilities of the Bank to the Local Government and shall return the surplus, if any, to the Bank.

5. Representation and Warranties.

(a) Representations of the Bank. The Bank represents and warrants that:

- (1) it is the legal and actual owner, free and clear of all liens and claims, of all Eligible Securities pledged pursuant to this Agreement;
- (2) the form of this Agreement was approved by its board of directors;
- (3) this Agreement was executed by an officer of the Bank who was authorized by the Bank's board of directors to do so and will at all times be maintained as an official record of the Bank;
- (4) all securities pledged pursuant to this Agreement are Eligible Securities and that all letters of credit and surety bonds obtained by the Bank in satisfaction of its obligations hereunder and of which the Local Government is the beneficiary are Eligible Collateral;
- (5) the Bank is a bank or trust company located and authorized to do business in the State of New York;
- (6) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

(b) Representations of the Local Government. The Local Government hereby represents and warrants that:

- (1) this Agreement has been legally and validly entered into, does not and will not violate any statute or regulation applicable to it and is enforceable against the Local Government in accordance with its terms;
- (2) the appointment of the Custodian has been duly authorized and no other action by the Local Government is required and this Agreement was executed by an officer of the Local Government authorized to do so;
- (3) it will not transfer, assign its interests in or the rights with respect thereto any Eligible Securities pledged pursuant to this Agreement except as authorized pursuant section 4 of the Agreement.
- (4) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

6. Concerning the Custodian.

- a. The Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss, damage, claim or expense arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by the Book Entry System or Depository. The Custodian may, with respect to questions of law, apply for and obtain the advice and opinion of competent counsel and shall be fully protected with respect to anything done or omitted by it in good faith and conformity with such advice or opinion. The Local Government and Bank agree, jointly and severally, to indemnify the Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which the Custodian may sustain or incur or which may be asserted against the Custodian by reason of or as a result of any action taken or omitted by the Custodian in connection with operating under this Agreement, except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of the Custodian or any of its employees or duly appointed agencies. This indemnity shall be a continuing obligation of the Local Government and Bank notwithstanding the termination of this Agreement.
- b. The Custodian shall not be responsible for, or considered to be the Custodian of, any security received by it for deposit in the Account until the Custodian actually receives and collects such security directly or by the final crediting of the Custodian's account on the books of the Book Entry System or the appropriate Depository. The Custodian will be entitled to reverse any credits made on the Local Government's behalf where such credits have been previously made and the Eligible Securities are not finally collected.
- c. The Bank shall pay to the Custodian such fees as may be agreed upon from time to time.
- d. The Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against the Custodian in connection with this Agreement.
- e. The Local Government's authorized officer, upon reasonable notice, shall have access to the Custodian's books and records maintained with respect to the Local Government's interest in the Account during the Custodian's normal business hours. Upon the reasonable request of the Local Government, copies of any such books and records shall be provided by the Custodian to the Local Government or the Local Government's authorized officer at the Local Government's expense.

7. Termination.

Any of the parties hereto may terminate this Agreement by giving to the other party a notice in writing specifying the date of such termination, which shall be the earlier of (i) not less than 90 days after the date of giving such notice or (ii) the date on which the Deposits are repaid in full. Such notice shall not affect or terminate the Local Government's security interest in the Eligible Securities in the Account. Upon termination hereof, the Bank shall pay to the Custodian such compensation as may be due to the Custodian as of the date of such termination and the Custodian shall follow such reasonable Written Instructions of the Bank and the Local Government concerning the transfer of custody of Eligible Securities, collateral records and other items. In the event of a discrepancy between Written Instructions of the Bank and the Local Government, the Custodian shall act pursuant to the Local Government's Written Instructions. Upon the date set forth in the termination notice, this Agreement shall terminate except as otherwise provided herein and all obligations of the parties to each other hereunder shall cease.

8. Miscellaneous.

- (a) The Local Government and Bank each agrees to furnish to the Custodian a new Certificate (Exhibit C) in the event that any present Authorized Person ceases to be an Authorized Person or in the event that any other Authorized Persons are appointed and authorized. Until such new Certificate is received, the Custodian shall be fully protected in acting upon Oral or Written Instructions or signatures of the present Authorized Persons.
- (b) Any Written Instructions or other instrument in writing authorized or required by this Agreement shall be given to the Custodian and shall be sufficiently given if sent to the Custodian by regular mail to its Offices at Buffalo, New York or at such other place as the Custodian may from time to time designate in writing.
- (c) Any notice or other instrument in writing authorized or required by this Agreement to be given to the Bank shall be sufficiently given if sent to the Bank by regular mail to its Offices at The Suffolk County National Bank, 6 West Second Street, P.O. Box 9000, Riverhead, NY or at such other place as the Bank may from time to time designate in writing.
- (d) Any notice or other instrument in writing, authorized or required by this Agreement to be given to the Local Government shall be sufficiently given if sent to the Local Government by regular mail to its Offices at 200 Howell Avenue, Riverhead, NY 11901 or at such other Offices as the Local Government may from time to time designate in writing.
- (e) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and unenforceability of the remaining provisions or obligations shall not in any way be affected or

impaired thereby and if any provision is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.

- (f) This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties hereto.
- (g) This Agreement shall extend to and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that this Agreement shall not be assignable by any party without the written consent of the other parties.
- (h) This Agreement shall be construed in accordance with the laws of the State of New York without regard to conflict of law principles thereof.

9. Definitions.

Whenever used in this Agreement the following terms shall have the following meanings:

- a. "Account" shall mean the custodial account established with the Custodian for the benefit of the Local Government as secured party in accordance with this Agreement.
- b. "Adjusted Market Value" shall be one hundred percent of Market Value except that: (1) in the case of Eligible Securities enumerated in subparagraphs (v), (vi) and (vii) of Exhibit B, the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.9 if such Eligible Security is not rated in the highest rating category by at least one nationally recognized statistical rating agency, but is so rated in the second highest rating category, and an amount equal to its Market Value multiplied by 0.8 if such Eligible Security is not so rated in one of the two highest categories, but is so rated in the third highest rated category; (2) in the case of Eligible Securities enumerated in subparagraphs (viii), (x) and (xi) of Exhibit B, the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.8; (3) in the case of eligible securities enumerated in subparagraph (ix) of Exhibit B, the Adjusted Market Value shall be an amount equal to its market value multiplied by 0.7; and, (4) in the case of Eligible Letters of Credit, the Adjusted Market Value shall be the amount of the letter divided by 1.4.
- c. "Authorized Person" shall be any officer of the Local Government or Bank, as the case may be, duly authorized to give Oral Instructions or Written Instructions on behalf of Local Government or Bank, such persons to be designated in a Certificate substantially in the form of Exhibit "C" attached hereto, as such Exhibit may be amended from time to time.
- d. "Bank" shall mean any bank as defined by the banking law of the State of New York or a national banking association located and authorized to do business in

New York.

- e. "Book Entry System" shall mean the Federal Reserve/Treasury Book Entry System for receiving and delivering government securities.
- f. "Business Day" shall mean any day on which the Custodian and the Bank are open for business and on which the Book Entry System and/or the Depositories are open for business.
- g. "Certificate" shall mean the Certificate attached hereto as Exhibit "C".
- h. "Collateral Requirement" shall mean the amounts required in Exhibit "A" unless the Bank and Local Government agree to a different amount in accordance with this Agreement.
- i. "Depository" shall include the Depository Trust Company, the Participants Trust Company and other securities depositories and clearing agencies (and their successors and nominees) registered with the Securities and Exchange Commission or otherwise regulated by appropriate federal or state agencies as a securities depository or clearing agency.
- j. "Deposits" shall mean all deposits by the Local Government in the Bank that are available for all uses generally permitted by the Bank to the Local Government for actually and finally collected funds under the Bank's account agreement or policies.
- k. "Eligible Collateral" shall mean Eligible Securities, Eligible Letters of Credit and Eligible Surety Bonds.
- l. "Eligible Letter of Credit" shall mean an irrevocable letter of credit issued in favor of the Local Government for a term not to exceed ninety days by either: (1) a bank (other than the Bank) whose commercial paper and other unsecured short-term debt obligations (or, in the case of a bank which is the principal subsidiary of a holding company, whose holding company's commercial paper and other unsecured short-term debt obligations) are rated in one of three highest rating categories based on the credit of such bank or holding company by at least one nationally recognized statistical rating organization; or, (2) by a bank (other than the Bank) which is in compliance with applicable Federal minimum risk-based capital requirements.
- m. "Eligible Securities" shall mean any securities of the types enumerated in the Schedule of Eligible Securities attached hereto as Exhibit "B", as such Schedule may be amended by the parties in writing from time to time. Such Schedule may establish limitations pertaining to the types or amounts of Eligible Securities which may be provided pursuant to this Agreement.



- n. "Eligible Surety Bond" shall mean a bond executed by an insurance company authorized to do business in the State of New York, the claims paying ability of which is rated in the highest rating category by at least two nationally recognized statistical rating organizations.
- o. "Market Value" shall mean, with respect to any Eligible Security held in the Account, the market value of such Eligible Security as made available to the Custodian by a generally recognized source selected by the Custodian or by the Bank or the most recently available closing bid quotation from such source plus, if not reflected in the market value, any accrued interest thereon, or, if such source does not make available a market value or a closing bid price for a particular security, the market value shall be as determined by the Custodian in its sole discretion based on information furnished to the Custodian by one or more brokers or dealers or based on information otherwise reasonably acceptable to the Local Government; provided however that, if agreed in writing by the parties hereto, the Bank may provide the Custodian with such Market Values. The Market Value of Eligible Letters of Credit and Eligible Surety Bonds shall be the face amount thereof.
- p. "Margin Percentage" shall equal 102 percent.
- q. "Nationally Recognized Statistical Rating Organization" shall mean Moody's, Standard and Poors, Fitch, Duff and Phelps, BankWatch and IBCA and in the case of Eligible Surety Bonds, shall also include Bests.
- r. "Oral Instructions" shall mean verbal instructions actually received by the Custodian from an Authorized Person or from a person reasonably believed by the Custodian to be an Authorized Person.
- s. "Substitute Collateral" shall have meaning set forth in paragraph c of Section 2 of this Agreement.
- t. "Uninsured Deposits" shall mean that portion of the Local Government's Deposits with the Bank which exceeds the insurance coverage available from the Federal Deposit Insurance Corporation.
- u. "Written Instructions" shall mean written communications actually received by the Bank or the Custodian from an Authorized Person or from a person reasonably believed by the Bank or the Custodian to be an Authorized Person by a computer, telex, telecopier or any other system whereby the receiver of such communications is able to verify by codes or otherwise with a reasonable degree of certainty the identity of the sender of such communication.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective seals to be hereunto affixed, as of the day and year first above written.

ACKNOWLEDGED AND AGREED:

**Town of Riverhead**

(Local Government Name) As Pledgee

By: \_\_\_\_\_

\_\_\_\_\_  
Typed Name and Title

200 Howell Avenue, Riverhead NY 11901  
Address

(631) 727-3200  
Telephone

\_\_\_\_\_  
Seal

**Suffolk County National Bank**

(Bank Name) As Depositary and Pledgor

By: \_\_\_\_\_

\_\_\_\_\_  
Typed Name and Title

6 West Second Street, Riverhead, NY 11901  
Address

(631) 727-5270                      (631) 369-2230  
Telephone                              Facsimile

\_\_\_\_\_  
Seal

MANUFACTURERS AND TRADERS  
TRUST COMPANY As Custodian

By: \_\_\_\_\_

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Seal

**EXHIBIT A\*****OPTION A**

## Schedule of Anticipated Deposit and Collateral Requirements

	Maximum Amount of Anticipated <u>Uninsured Deposits</u>	Amount of Collateral <u>Required</u>
January	_____	_____
February	_____	_____
March	_____	_____
April	_____	_____
May	_____	_____
June	_____	_____
July	_____	_____
August	_____	_____
September	_____	_____
October	_____	_____
November	_____	_____
December	_____	_____

**OPTION B**

Collateral Requirement. On any Business Day that the Local Government has Uninsured Deposits in the Bank, the Bank, in accordance with paragraph b of section 2 of this Agreement, agrees to deliver or cause to be delivered to the Custodian for deposit in the Account Eligible Collateral having an Adjusted Market Value equal to the Collateral Requirement. For purposes of this Agreement, Collateral Requirement shall mean the amount of such Uninsured Deposits times the Margin Percentage, if any.

- \* This exhibit should include all official accounts on deposit in the bank including offices and departments whether Option A or B is utilized.

## Schedule of Eligible Securities

1429

- X   (i) Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof or a United States government sponsored corporation.
- (ii) Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank.
- X   (iii) Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty.
- X   (iv) Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys.
- (v) Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- (vi) Obligations of Puerto Rico rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- (vii) Obligations of counties, cities and other governmental entities of a state other than the State of New York having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- (viii) Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.
- X   (ix) Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by bank regulatory agencies.
- (x) Commercial paper and bankers' acceptances issued by a bank, other than the Bank, rated in the highest short term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date they are pledged.
- (xi) Zero coupon obligations of the United States government marketed as "Treasury strips".

AGREED UPON THIS 15th DAY OF July, 2000

By: Bank Name

By: Municipality Name

By: Custodian Bank Name

Suffolk County National Bank

Town of Riverhead

Manufacturers and Traders Trust Co.

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT C

## Certificate of Authorized Persons

For Local Government: TOWN OF RIVERHEAD

Name: ROBERT F. KOZAKIEWICZ

Title: Town Supervisor

Signature

Name: JOHN J. HANSEN

Title: Financial Administrator

Signature

Name: CHARLENE KAGEL

Title: Senior Auditor

Signature

# Adopted

9/5/00

Town of Riverhead

Resolution #71

Authorizing Match for EDZ Administration

COUNCILMAN DENSIESKI

offered the following resolution,

which was seconded by COUNCILMAN KENT

**WHEREAS**, a portion of the Calverton Enterprise Park is a designated Economic Development Zone (EDZ) pursuant to Article 18 of the General Municipal Law, as amended; and

**WHEREAS**, the implementation of EDZ's requires certain actions by the applicant municipality including the provision of matching funds for the appropriated state funds; and

**WHEREAS**, for the state budget year July 2000 to June 2001, New York State will provide a grant in the amount of \$46,000; and

**WHEREAS**, Suffolk County as joint applicant for the zone, will provide 25% of the 50% match, or \$23,000; and

**WHEREAS**, the New York State Department of Economic Development has requested the Town Board commitment to specify the \$23,000 match to be in-kind services.

**THEREFORE, BE IT RESOLVED**, that the Riverhead Town Board hereby authorizes matching funds in the amount of \$23,000 in in-kind services for administration of the Calverton Enterprise Park EDZ.

**THEREFORE, BE IT FURTHER RESOLVED**, that the Town Clerk shall provide a certified copy of this resolution to Community Development Agency Director Andrea Lohneiss, EDZ Coordinator Gloria Ingegno and Financial Administrator Jack Hansen.

**THE VOTE**

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lili	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY ADOPTED

# Adopted

9/5/00

## TOWN OF RIVERHEAD

Resolution # 772

**AUTHORIZES THE SUPERVISOR TO EXECUTE STIPULATIONS SETTling**  
**THE LAWSUIT ENTITLED "TOWN OF RIVERHEAD" V. DJF PROPERTIES,**  
**INC. ET AL., INDEX NO. 97-21587**

**COUNCILMAN DENSIESKI** offered the following resolution, was seconded  
 by **COUNCILMAN KENT** :

**WHEREAS**, on October 8, 1997, the Town of Riverhead commenced an action against DJF Properties, Inc., Frank Pace, Dennis J. Faherty, as co-principals of DJF Properties, Inc., and First Indemnity Insurance Company, to recover monies and/or procure payment of the bonds necessary to complete the road and drainage improvements in accordance with the approval of the subdivision map No. 8881 entitled "Map of Johnstone Farms" at Baiting Hollow and filed with the office of the Clerk of the County of Suffolk on the 11<sup>th</sup> day of January 1990, bearing Suffolk County Tax Map Nos. 0600-40-6-6(a), 15(b), 32, 33 and 0600-41-1-3.21 to the Town of Riverhead at 200 Howell Avenue, Riverhead, New York 11901, and

**WHEREAS**, the parties to the above mentioned action have agreed on the terms of settlement for the action.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes the Supervisor to execute the Stipulation of Settlement and a Stipulation of Discontinuance and directs the Town Attorney to procure the execution thereof and process any additional paperwork necessary to complete the settlement of the action, and be it

**RESOLVED**, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to Pace & Pace, LLP, First Indemnity Insurance Company, attn: Derek Popeil, Esq. and the Office of the Town Attorney.

**THE VOTE**

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lui	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐  
 THEREUPON DULY ADOPTED

9/05/00

STATUS **Adopted**

## TOWN OF RIVERHEAD

Resolution # 773

**RENAME PECONIC AVENUE IN HONOR OF  
THE LATE PFC GARFIELD LANGHORN****COUNCILMAN LULL**

offered the following resolution,

which was seconded by

**COUNCILMAN DENSIESKI**

WHEREAS, the late Private First Class Garfield Langhorn, a resident of the Town of Riverhead, served this country with gallantry and distinction; and

WHEREAS, he was awarded the Congressional Medal of Honor posthumously for sacrificing his own life to save those of his wounded comrades; and

WHEREAS, the Town of Riverhead believes that such gallantry should be memorialized in such a way that the heroism of such an individual should not be forgotten.

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby supports the efforts of the County of Suffolk in renaming Peconic Avenue in honor of the late PFC Garfield Langhorn.

BE IT FURTHER, RESOLVED, that the Town Clerk of the Town of Riverhead is hereby directed to forward copies of this Resolution to Hon. Michael Caracciolo, 633 East Main Street, Riverhead, New York 11901.

**THE VOTE**Cardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

The Resolution Was ☒ Was Not ☐  
Thereupon Duly Declared Adopted



## TOWN OF RIVERHEAD

**Adopted**Resolution # 774AMENDS RESOLUTION 36

COUNCILMAN DENSIESKI

\_\_\_\_\_ offered the following resolution, which  
 was seconded by COUNCILMAN CARDINALE

**WHEREAS**, Resolution # 36 was adopted by this Town Board on January 4, 2000 which stated: RESOLVED, that the salaries of the following employees of the Town of Riverhead for the year 2000 be and hereby set as follows: Shirley Darling: P/T Recreation Aide (Tennis Instructor): \$20.00.

**NOW, THEREFORE, BE IT RESOLVED**, that Resolution # 36 adopted January 4, 2000, appointing Shirley Darling as a P/T Recreation Aide (Tennis Instructor) to the Riverhead Recreation Department be changed to read: \$25.00 per hour.

**BE IT FURTHER, RESOLVED**, that the Town Board hereby authorizes the Town Clerk to forward a certified copy of this resolution to Shirley Darling, the Recreation Department and the Office of Accounting.

**THE VOTE**

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐  
 THEREUPON DULY ADOPTED

September 5, 2000

## TOWN OF RIVERHEAD

**Adopted**Resolution # 775**TRANSFER OF A SENIOR ACCOUNT CLERK TYPIST  
TO THE PLANNING DEPARTMENT****COUNCILMAN LULL**

offered the following

resolution, which was seconded by **COUNCILMAN KENT**

**WHEREAS**, a vacancy exists for the position of Senior Account Clerk Typist in the Planning Department, and

**WHEREAS**, the position has been duly posted, interviews conducted, and

**WHEREAS**, Eileen Roman currently a Senior Account Clerk Typist has requested to be transferred to the Planning Department, and

**NOW, THEREFORE, BE IT RESOLVED**, that effective September 5, 2000, the Town Board hereby transfers Eileen Roman to the position of Senior Account Clerk Typist in the Planning Department at no change in pay, and

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Eileen Roman and the Office of Planning.

**THE VOTE**

Densieski ☒ Yes ☐ No    Cardinale ☒ Yes ☐ No  
 Kent ☒ Yes ☐ No    Lull ☒ Yes ☐ No  
 Kozakiewicz ☒ Yes ☐ No  
 THE RESOLUTION WAS ☒ WAS NOT ☐  
 THEREUPON DULY ADOPTED

September 5, 2000

## TOWN OF RIVERHEAD

**Adopted**Resolution # 776APPOINTS PART TIME JUSTICE COURT CLERK

COUNCILMAN KENT offered the following  
 resolution, which was seconded by COUNCILMAN LULL

**WHEREAS**, a vacancy exists at the Justice Court for the position of Part Time Justice Court Clerk; and

**WHEREAS**, the Personnel Committee has interviewed all interested candidates; and

**WHEREAS**, interviews have been conducted and it is the recommendation of the Personnel Committee that Joan Kielkowski be appointed to said position; and

**NOW, THEREFORE, BE IT RESOLVED**, that effective September 5, 2000, the Town Board hereby appoints Joan Kielkowski to the position of Part Time Justice Court Clerk at the hourly rate of \$ 12.00 per hour.

**BE IT FURTHER, RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Joan Kielkowski, the Justice Court, and the Office of Accounting.

**THE VOTE**  
 Deneski ☒ Yes ☐ No    Cardinale ☒ Yes ☐ No  
 Kent ☒ Yes ☐ No    Lull ☒ Yes ☐ No  
 Kozakiewicz ☒ Yes ☐ No  
 THE RESOLUTION WAS ☒ WAS NOT ☐  
 THEREUPON DULY ADOPTED

9/5/00

**Adopted**

## TOWN OF RIVERHEAD

Resolution #777

**APPOINTS PART TIME DEPUTY TOWN ATTORNEY****COUNCILMAN LULL**

offered the following resolution, was seconded by

**COUNCILMAN KENT** :

**WHEREAS**, the Town Board and the Town Attorney believes it is necessary to create the position of Part Time Deputy Town Attorney; and

**WHEREAS**, applications were received and interviews have been conducted; and

**WHEREAS**, it is the recommendation of the Personnel Committee and the Town Attorney that we hire Sean Walter to fill the position of Part Time Deputy Town Attorney.

**NOW THEREFORE BE IT HEREBY RESOLVED**, that this appointment shall be effective October 2, 2000, at a rate of Twenty-Five (\$25.00) Dollars per hour, not to exceed seventeen and one-half (17 ½) hours per week; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Sean Walter, 7 Howard Street, Wading River, New York, 11792; the Office of Accounting and the Town Attorney's Office.

**THE VOTE**

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
			Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY ADOPTED

# Adopted

9/5/00

## TOWN OF RIVERHEAD

Resolution # 778APPOINTS PART TIME DEPUTY TOWN ATTORNEY

COUNCILMAN KENT offered the following resolution, was seconded by

COUNCILMAN LULL :

**WHEREAS**, the Town Board and the Town Attorney believes it is necessary to create the position of Part Time Deputy Town Attorney; and

**WHEREAS**, applications were received and interviews have been conducted; and

**WHEREAS**, it is the recommendation of the Personnel Committee and the Town Attorney that we hire Scott DeSimone to fill the position of Part Time Deputy Town Attorney.

**NOW THEREFORE BE IT HEREBY RESOLVED**, that this appointment shall be effective October 2, 2000, at a rate of Twenty-Five (\$25.00) Dollars per hour, not to exceed seventeen and one-half (17 ½) hours per week; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Scott DeSimone, 41780 Rte. 25, Peconic, New York, 11958; the Office of Accounting and the Town Attorney's Office.

**THE VOTE**

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY ADOPTED

September 5, 2000

**Adopted****TOWN OF RIVERHEAD**Resolution # 779**APPOINTS ASSESSMENT CLERK  
IN THE ASSESSOR'S OFFICE****COUNCILMAN DENSIESKI**

\_\_\_\_\_ offered the following

**COUNCILMAN KENT**

resolution, which was seconded by \_\_\_\_\_

**WHEREAS**, a vacancy exists for the position of Assessment Clerk in the Assessor's Office, and

**WHEREAS**, the Personnel Committee has interviewed all interested candidates; and

**WHEREAS**, it is the recommendation of the Town Board Personnel Committee that Estelle Nucatola be appointed to said position; and

**NOW, THEREFORE, BE IT RESOLVED**, that effective October 30, 2000, the Town Board hereby appoints Estelle Nucatola to the position of Assessment Clerk, Group 5, Step P of the Clerical and Supervisory Salary Schedule of the CSEA Contract; and

**BE IT FURTHER, RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Estelle Nucatola, the Assessor's Office, and the Office of Accounting.

**THE VOTE**Densieski ☒ Yes \_\_\_ No \_\_\_ Cardinal ☒ Yes \_\_\_ No \_\_\_Kent ☒ Yes \_\_\_ No \_\_\_ Lull ☒ Yes \_\_\_ No \_\_\_Kozakiewicz ☒ Yes \_\_\_ No \_\_\_THE RESOLUTION WAS ☒ WAS NOT \_\_\_

THEREUPON DULY ADOPTED

September 5, 2000

## TOWN OF RIVERHEAD

RESOLUTION # 780

### SEQR DETERMINATION FOR SPECIAL PERMIT PETITION OF ZOUMAS CONTRACTING (LAFATA) AND REFERS PETITION TO PLANNING BOARD

COUNCILMAN KENT offered the following resolution, which was seconded  
by COUNCILMAN CARDINALE:

WHEREAS, the Riverhead Town Board is in receipt of a special permit petition pursuant to Section 108-21 B(3) of the Town Code from Zoumas Contracting Corp. for the construction of a two family dwelling on a 2.9 acre parcel located at Herricks Lane, Jamesport, zoned Agriculture 'A' and known by Suffolk County Tax Map No. 0600-9-2-3.4, and

WHEREAS, a Full Environmental Assessment Form was together with supporting documentation, submitted as part of the petition, and

WHEREAS, the Riverhead Planning Department has reviewed the Environmental Assessment Form and supporting documentation and recommends the petition be considered a Type II Action pursuant to 6NYCRR Part 617.5(c)(9), and

WHEREAS, pursuant to 6NYCRR Part 617.3(f) and 617.6(a)(1), agency responsibilities for SEQR end with this designation and no determination of significance is required, and

WHEREAS, the Town Board desires the recommendations of the Riverhead Planning Board respecting planning and zoning issues, now

**THEREFORE, BE IT**

**RESOLVED**, that the Riverhead Town Board considers the special permit application of Zoumas Contracting to be Type II for purposes of compliance with SEQR, and

**BE IT FURTHER**

**RESOLVED**, that this classification be considered effective for any related site plan approval if needed, and

**BE IT FURTHER**

**THE VOTE**

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐  
THEREUPON DULY ADOPTED

**RESOLVED**, that the Town Clerk be directed to refer the petition to the Riverhead Planning Board for their review and recommendation, and

**BE IT FURTHER**

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the Planning Department and the applicant.



# Adopted

August 23, 2000

Town of Riverhead

Resolution # 781AUTHORIZES ATTENDANCE OF TWO POLICE OFFICERS AT CONFERENCE**COUNCILMAN DENSIESKI**

offered the following resolution, was

seconded by **COUNCILMAN KENT**

WHEREAS, Police Chief Grattan has requested authorization from the Riverhead Town Board for the attendance of two Police Officer to the Second Annual Neighborhood Watch Conference;

AND WHEREAS, the New York State Attorney General's Office will be hosting this Conference in Albany, New York, on October 18, 2000.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the attendance of two Police Officers at the aforementioned conference; and

BE IT FURTHER RESOLVED that the Town Board authorizes reimbursement of expenses upon submission of proper receipts; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Chief Grattan and the Office of Accounting.

THE VOTE *abstain*

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION ☒ WAS NOT  
THEREUPON FULLY ADOPTED

9 / 5 / 00**Adopted**

## TOWN OF RIVERHEAD

RESOLUTION # 782**AUTHORIZES ATTENDANCE OF ASSESSOR AT SEMINAR**

COUNCILMAN KENT offered the following resolution  
 which was seconded by COUNCILMAN DENSIESKI.

WHEREAS, on September 23 through September 28, 2000, a New York State Assessors' Association Executive Board meeting and the Annual Meeting and Seminar on Assessment Administration is being held in Rochester, New York, and

WHEREAS, 1 member of the Board of Assessors is required to attend said Executive Board meeting and has expressed an interest and desire in attending said seminar.

NOW, THEREFORE, BE IT RESOLVED, that the assessor is hereby authorized to attend said seminar, and

BE IT FURTHER RESOLVED, that the use of a Town vehicle or airline travel is hereby authorized, and

BE IT FURTHER RESOLVED, that the assessor shall be reimbursed for costs of registration, tuition, deposit, travel, lodging and meals, not ~~expected~~ to exceed a total of \$1,100.00, and

BE IT FURTHER RESOLVED, that said expenses are to be fully receipted upon return, and

BE IT FURTHER RESOLVED, that expenses incurred for tuition, travel, lodging and meals are subject to reimbursement by the State of New York to the Town of Riverhead upon completion of said conference, and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to the Accounting Department and the Assessor's Office.

**THE VOTE**  
 Densieski ☒ Yes ☐ No    Cardinale ☒ Yes ☐ No  
 Kent ☒ Yes ☐ No    Lull ☒ Yes ☐ No  
 Kozakiewicz ☒ Yes ☐ No  
 THE RESOLUTION WAS ☒ WAS NOT ☐  
 THEREUPON DULY ADOPTED

9/05/00

**Adopted****TOWN OF RIVERHEAD****Resolution # 783****ACCEPTS PERFORMANCE BOND OF ARTHUR HERMAN  
FOR CALVERTON POST OFFICE****COUNCILMAN CARDINALE** offered the following resolution,which was seconded by **COUNCILMAN LULL**

WHEREAS, Arthur Herman for Calverton Post Office has posted a Certificate of Deposit in the sum of Seven Thousand One Hundred dollars (\$7,100) representing the 5% site plan bond for the work at North Country Road, Calverton, New York 11933 Suffolk County Tax Map # 600-117.00-02-002.05 pursuant to Section 108-133 I of the Riverhead Town Code; and

WHEREAS, the Town Attorney has reviewed said certificate of deposit and deems it to be sufficient in its form.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts the 5% performance bond in the sum of Seven Thousand One Hundred Dollars (\$7,100) issued to the Town of Riverhead; and,

BE IT FURTHER RESOLVED, that the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to Arthur Herman, 555 Broad Hollow Road, Suite 310, Melville, New York 11747; the Building Department; the Planning Department and the Town Attorney's Office.

**THE VOTE**Cardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

The Resolution Was ☒ Was Not ☐  
Thereupon Duly Declared Adopted

## TOWN OF RIVERHEAD

**Adopted**Resolution # 784**REDUCES CERTIFICATE OF DEPOSIT OF THE SUBDIVISION ENTITLED, "BAY RUN ESTATES" (JAMESPORT)**COUNCILMAN KENT

offered the following resolution, was seconded by

COUNCILMAN DENSIESKI :

**WHEREAS**, the Riverhead Planning Board approved the final plat entitled "Bay Run Estates"; and

**WHEREAS**, Millicent Gryczka has requested a reduction of the certificate of deposit as two of the lots (3 & 7) have been improved and the park and recreation fees have been paid; and

**WHEREAS**, by memorandum dated August 15, 2000, the Riverhead Planning Department confirms the park and recreation fees for the two aforementioned parcels have been paid (\$2,000 per lot) and further recommends that the certificate of deposit for the subdivision entitled, "Bay Run Estates" for park and recreation fees be reduced to \$12,000.00.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby approves the reduction of the Suffolk County National Bank Certificate of Deposit No. 0001910151 from the amount of \$16,000.00 to \$12,000.00; and be it further

**RESOLVED**, that **upon receipt** of the reduced certificate of deposit in the amount of \$12,000.00, the Town Clerk is hereby directed to release the Suffolk County National Bank Certificate of Deposit No. 0001910151 in the amount of \$16,000.00; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Millicent Gryczka, 134 Whiteman Avenue, West Hartford, CT, 06107; the Riverhead Planning Board; the Riverhead Planning Department; the Riverhead Building Department and the Office of the Town Attorney.

**THE VOTE**

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Kill	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY ADOPTED

9/05/00

**Adopted****TOWN OF RIVERHEAD****Resolution # 785****ACCEPTS PERFORMANCE BOND OF SEROTA AND SONS****COUNCILMAN LULL** offered the following resolution,which was seconded by **COUNCILMAN KENT**

WHEREAS, Serota & Sons has posted a Performance Bond in the sum of One Hundred Eighty Seven Thousand Five Hundred Dollars (\$187,500) representing the 5% site plan bond for the work at King Kullen Shopping Center, Route 25A, Wading River, New York Suffolk County Tax Map # 600-075.00-03-003.03 pursuant to Section 108-133 I of the Riverhead Town Code; and

WHEREAS, the Town Attorney has review said performance bond and deems it to be sufficient in its form.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts the 5% performance bond in the sum of One Hundred Eighty Seven Thousand Five Hundred Dollars (\$187,500) issued to the Town of Riverhead; and,

BE IT FURTHER RESOLVED, that the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to Serota & Sons, 70 E. Sunrise Highway, Valley Stream, New York 11581; the Building Department; the Planning Department and the Town Attorney's Office.

**THE VOTE**Cardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

The Resolution Was ☒ Was Not ☐  
Thereupon Duly Declared Adopted

# Adopted

September 5<sup>th</sup>, 2000

## TOWN OF RIVERHEAD

Resolution # 786

### APPROVES TEMPORARY SIGN PERMIT OF THE GAP OUTLET STORE

COUNCILMAN CARDINALE offered the following resolution, which was seconded by COUNCILMAN DENSIESKI.

**WHEREAS**, a temporary sign permit application and sketch were submitted by Denis Sharp, Fisher Development, Inc. 333 East 38<sup>th</sup> Street, New York 10016 for property located at the Tanger Outlet, (ste. 1601) 1770 West Main Street, Riverhead, New York, and

**WHEREAS**, pursuant to Section 108-56 C(5) of the Town Code of the Town of Riverhead, the application does not require the recommendation of the Architectural Review Board, and

**WHEREAS**, the sketch has been approved by three (3) Town Board members, now

### THEREFORE, BE IT

**RESOLVED**, that the Town Board of the Town of Riverhead hereby approves the temporary sign permit application submitted by Denise Sharp, Senior V.P., Fisher Development, Inc. 333 East 38<sup>th</sup> Street, New York, 10016 dated August 24, 2000 and

### BE IT FURTHER

**RESOLVED**, that said temporary sign shall be amended to exclude the listing of the telephone number thereon and shall be erected for a period not to exceed six (6) months from the date hereof or the issuance of the permit for the permanent sign, whichever first occurs, and

### BE IT FURTHER

**RESOLVED**, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Denise Sharp, Senior V.P., Fisher Development, Inc. 333 East 38<sup>th</sup> Street, New York 10016 the Building Department and Planning Department.

**THE VOTE**

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Tull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

# Adopted

September 5<sup>th</sup>, 2000

## TOWN OF RIVERHEAD

Resolution # 787

### APPROVES TEMPORARY SIGN PERMIT OF TIMOTHY HILL CHILDREN'S RANCH

COUNCILMAN DENSIESKI offered the following resolution, which was seconded by COUNCILMAN CARDINALE.

WHEREAS, a temporary sign permit application and sketch were submitted by Thaddeus Hill, Timothy Hill Children's Ranch for property located at the Route 58 Traffic Circle, Riverhead, New York 11901, and

WHEREAS, pursuant to Section 108-56 C(5) of the Town Code of the Town of Riverhead, the application does not require the recommendation of the Architectural Review Board, and

WHEREAS, the sketch has been approved by three (3) Town Board members, now

### THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Riverhead hereby approves the temporary sign permit application submitted by Thaddeus Hill, Timothy Hill Children's Ranch, 298 Middle Road, Riverhead, N.Y. 11901 dated August 16, 2000 and

### BE IT FURTHER

RESOLVED, that said temporary sign shall be amended to exclude the listing of the telephone number thereon and shall be erected for a period not to exceed six (6) months from the date hereof or the issuance of the permit for the permanent sign, whichever first occurs, and

### BE IT FURTHER

RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Thaddeus Hill, Timothy Hill Children's Ranch, 298 Middle Road, Riverhead, New York and the Building Department and Planning Department.

**THE VOTE**

Densieski	✓ Yes	___ No	Cardinale	✓ Yes	___ No
Kent	✓ Yes	___ No	Lull	✓ Yes	___ No
Kozakiewicz	✓ Yes	___ No			

9/5/00

**Adopted****TOWN OF RIVERHEAD**Resolution # 788**SETS REGISTRATION FEES FOR THE  
RIVERHEAD RECREATION DEPARTMENT****COUNCILMAN LULL**

offered the following resolution,

which was seconded by **COUNCILMAN KENT**

**RESOLVED**, that the Town Board sets the Registration Policy and fees for the 2000 Fall Recreation Department Program Brochure.

**BE IT FURTHER, RESOLVED**, that the Town Board hereby authorizes the Town Clerk to forward this Resolution to the Recreation Department and the Office of Accounting.

**THE VOTE**Densieski ☒ Yes ☐ No Cardinale ☒ Yes ☐ NoKent ☒ Yes ☐ No Lull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ NoTHE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY ADOPTED





# Town of Riverhead Recreation Department

(631) 727-5744

## 2000 Fall Program Guide

**REGISTRATION BEGINS ON SEPTEMBER 18, 2000**

### Town of Riverhead

Robert Kozakiewicz, Supervisor  
Phil Cardinale, Councilman  
Ed Densieski, Councilman  
Christopher Kent, Councilman  
James Lull, Councilman

## Arts & Crafts

### Senior Craft Workshop Residents 60 or over

Fun projects will be completed with materials and instruction provided.

Fall—Monday, October 23, 2000  
Holiday—Monday, December 4, 2000  
10:00 - 11:30 a.m.  
George Young Community Center

Cost: Free



Please bring your own scissors and tacky glue OR a glue gun. Call the Recreation Dept at 727-5744 to reserve a spot.

### CERAMICS WORKSHOPS AGES 6-14 WITH 7<sup>TH</sup> HEAVEN

Sign up for one, two, or all three fun & functional ceramic projects. Each workshop is 1 1/2 hours at the George Young Community Center.

Halloween Project - October 21<sup>st</sup>  
Deadline to register—October 2

Thanksgiving Project - November 18<sup>th</sup>  
Deadline to register—November 13

Christmas Project - December 16<sup>th</sup>  
Deadline to register—December 11

Saturdays: 10:00 - 11:30 am  
George Young Community Center

Cost: Residents \$14 Non-Residents \$19

### HOLIDAYS

Monday, October 9  
Tuesday, November 7  
Friday, November 10  
Thursday, November 23  
Monday, December 25

### STAINED GLASS FOR BEGINNERS WITH DAVID TROGE ADULTS

Anyone can create an heirloom in the Tiffany tradition! Designed for the beginner, you will learn to work with tools of the trade and complete your first stained glass project. The class will teach glass cutting techniques, copper, foiling, grinding and soldering. Fee includes all materials. 6 classes.

Mondays: 7:00 - 10:00 pm  
October 16 - November 20  
George Young Community Center

Cost: Residents \$95 Non-Residents \$105

## Bus Trips

### West Point Senior Bus Trip 60+

The day will start out with a 1 1/2 hour guided tour of the United States Military Academy at West Point. After the West Point tour we will head to the Brotherhood Winery for lunch followed by a 1 hour winery tour.

Monday October 16

Bus leaves Stotzky Park parking lot at 7:00 am **SHARP** and returns for home approx. 6:00 pm

Cost: \$18



### Culinary Institute Bus Trip

Enjoy a most unique bus trip upstate to the Culinary Institute at Hyde Park where you will experience an exquisite gourmet luncheon, prepared by studying chefs at their French restaurant, Escoffier. Bus leaves Stotzky Park at 7:30 a.m. and returns for home approx. 6:30 p.m.

Saturday November 4

Cost: \$51 NON-REFUNDABLE

### Holiday Bus Trip to New York City

Take the family and friends to the Big Apple for holiday sightseeing or whatever. Leave from Riverhead Town Hall at 8:00 am sharp for the NYC Public Library at 42nd Street & 5th Avenue. Departs for home at 6:00pm. Under 18 years of age must be accompanied by an adult (21 or over).

Saturday: December 2

Cost: \$16 NON-REFUNDABLE



## Dance

### BALLROOM DANCING I ADULTS WITH MEL ECKSTEIN

**COUPLES ONLY!** Ballroom dancing is fun and easy to learn. Learn the basic steps in Fox Trot, Waltz, Swing, Rumba, Cha-Cha, Tango and Merengue. Leather soled shoes preferred. 8 classes.

Fridays: 7:00 - 8:00pm  
October 20 - December 8  
George Young Community Center



Cost: Residents \$45 per couple  
Non-Residents: \$55 per couple

### BALLROOM DANCING II ADULTS WITH MEL ECKSTEIN

**COUPLES ONLY!** Participants enrolling in this class should have taken Beginning Ballroom with the Recreation Dept. There will be review, and then a continuation of dances learned in Ballroom Dancing I. As we progress, some new and more challenging steps and dances will be introduced. Come join us for an evening of fun and exercise. Leather soled shoes preferred. 8 classes.

Friday 8:15 - 9:15pm  
October 20 - December 8  
George Young Community Center

Cost: Residents \$45 per couple  
Non-Residents \$55 per couple

# Schedule of Programs

## Fall 2000

### COUNTRY WESTERN LINE DANCING WITH DOTTIE NEEDHAM ADULTS

Basic beginning country western line dancing, learning "vines", "turns" and other beginner movements and dances. Partners not required. 6 classes.

Mondays: 7:00 - 8:30pm  
November 6 - December 11  
George Young Community Center



Cost: Residents \$47 Non-Residents \$57

### PRE BALLET AGES 5 - 8 WITH TERESA DIVAN

Introduction to the fundamentals of ballet including proper placement, strength and coordination in a relaxed teaching atmosphere, which incorporates movement games. Includes warm-up, centerwork, jumps, and movement across the floor. Girls wear leotards, tights, and ballet slippers. Boys wear T-shirts and sweat pants. 8 classes.

Saturdays: 9:30 - 10:30am  
October 14 - December 9  
George Young Community Center



Cost: Residents \$35 Non-Residents: \$45

BALLET II

R 35 - NR 45

### SOFTBALL LEAGUES

Five softball leagues for adult play at Stotzky Park each summer:  
Men's Slow Pitch  
Women's Slow Pitch  
Men's Modified  
Men's Over 50 Flat Pitch  
Co-ed Slow Pitch  
Please contact the Recreation Dept. by January 7, 2001 if you wish to enter a team in the 2001 season.

### Fitness/Exercise

#### GOLDEN YEARS WORKOUT ADULTS 55+ WITH PERSONAL EDGE FITNESS

A workout combining very low impact aerobics with functional stretching, body weight exercises, balance exercises and strength training. 8 classes

Wednesdays: 10:00 - 10:45 am  
October 4 - November 22  
Personal Edge Fitness Studio



Cost: Residents \$65 Non-Residents \$75

#### HARRIED MOM'S HOUR ADULTS WITH PERSONAL EDGE FITNESS

A workout combining cardio, stretching, body weight exercises and weight training. All levels can participate. 8 classes.

Mondays: 10:00 - 10:45 am  
October 2 - November 27  
Personal Edge Fitness Studio

Cost: Residents \$65 Non-Residents \$75

#### KICK BOXING ADULTS WITH MARGIE KOZMA

Come and try the latest in fitness and health training. Great cardiovascular workout and muscle toning all in one! 8 classes.

Thursdays: 7:15 - 8:15 pm  
October 19 - December 14  
George Young Community Center

Cost: Residents \$30 Non-Residents \$40

#### SCULPT & FLEX ADULTS WITH MARGIE KOZMA

If aerobics doesn't interest you or you want to round out your exercise program, this one's for you. More muscle means a higher metabolism to burn fat! We'll do weight training to tone or build, and flexibility training to improve muscle health. Please bring a towel and weights. Sign up for both nights and save \$5.

Tuesdays: 7:15 - 8:15 pm  
Thursdays: 6:00 - 7:00 pm  
October 17 - December 19  
George Young Community Center



Cost: One Night Residents \$30  
One Night Non-Residents: \$40  
Two Night Residents \$55  
Two Night Non-Residents \$75

#### STEP & STRENGTHEN ADULTS WITH MARGIE KOZMA

Low to high impact, step aerobics is a fun way to control weight, tone muscles, improve cardiovascular system and make friends. The main focus is "Fitness at Your Level". The strengthening will be concentrating on muscle balancing, functional toning, and flexibility. Bring your own step if you have one. 8 classes

Tuesdays: 6:00 - 7:00 pm  
October 17 - December 19  
George Young Community Center



Cost: Residents \$30 Non-Residents \$40

#### YOGA ADULTS WITH LIZ MAX

Hatha Yoga aimed toward increasing flexibility, circulation, and strength. Instruction includes back therapy and stress reduction techniques. All levels welcome. 8 classes

Wednesdays: 8:15 - 9:45 am  
October 11 - November 29  
George Young Community Center



Cost: Residents \$48 Non-Residents: \$58

#### YOUNG ADULTS FITNESS AGES 12+ WITH PERSONAL EDGE FITNESS

A one-hour class designed to teach young adults the basics of safe and effective weight training. The class will include a cardio workout, a flexibility workout, and weight training. 8 classes.

Saturdays: 10:00 - 11:00 am  
October 7 - December 2  
Personal Edge Fitness Studio

Cost: Residents \$65 Non-Residents \$75

### Instructional

Baton Twirling - Beginner Ages 5-11  
Learn basic baton twirling techniques, group routines, with option to participate in a parade.

Cost: Residents \$25 Non-Residents: \$35  
Fridays 4:00 - 4:45 pm  
September 22 - November 10  
NYS Armory

Baton Twirling - Advanced Beginner Ages 9-  
Review basic baton twirling techniques, commands, group routines and learn more advanced skills including tosses and body rolls.  
Cost: Residents \$25 Non-Residents: \$35  
NYS Armory

# Schedule of Programs

## Fall 2000

### CANOEING 14+ WITH JOHN NICOLELLIS

Get ready to explore the Peconic, Long Island's largest river. Learn the basics and actually take a look at the pristine wilderness in Riverhead.

Wednesday, September 29 7:30 - 9:00pm  
at the NYS Armory with a cruise Sunday,  
October 1 on the Peconic River from 9:30  
a.m. to 2:30 p.m.

Cost: Residents \$35 Non-Residents \$45

### KAYAKING AGE 14+ WITH JOHN NICOLELLIS

Start with a two hour training session in the classroom followed at a later date with a 5-hour kayak paddle of the lower Peconic River. Basics covered will include, braking, plus balance, correct paddle strokes, the "wet" exit, trip safety, and more!

Wednesday, September 27 7:30 - 9:00 pm  
at the NYS Armory with a cruise on Sunday,  
October 1 from 9:30 - 2:30 pm on the Peconic River

Cost: Residents \$50 Non-Residents \$60

### SUCCESSFUL COACHING ADULTS WITH JIM JANECEK

"Successful Coaching" is an excellent course for PAL, Little League and CYO parents, coaches and their assistants. The course will challenge new and experienced coaches alike. Areas covered include philosophies of coaching, techniques, tactics, practice planning, recruiting assistant coaches and what to say and how to say it. Sport specific areas in basketball, softball, baseball, soccer and football will be covered. 6 classes.

Thursdays 7:00 - 9:00 pm  
October 12 - November 16  
George Young Community Center

Cost: Residents \$25 Non-Residents \$35

### WOMEN'S SELF-DEFENSE SEMINAR WITH SENSEI DONNA GRAHAM 13+

Learn techniques to prevent a potential mug-ging or rape. Walk outside with confidence and self-respect knowing that you can defend yourself.

Wednesday 6:00 - 8:00 pm  
October 11  
George Young Community Center

Cost: Residents \$7 Non-Residents \$12

## Sports

### BIDDY BASKETBALL AGE 7-9 WITH JIM JANECEK

Designed to develop fundamental offensive and defensive skills used in basketball. Everyone will have the opportunity for equal participation in games and "game-like" situations. Emphasis for all activities will be good sportsmanship, teamwork, and individual success. 8 classes. Enrollment is limited. Cost includes T-shirt.

Saturdays: 12:30 - 2:00pm  
September 23 - November 11  
Riverhead High School

Cost: Residents \$35 Non-Residents \$45

### ADVANCED BASKETBALL SKILLS WITH JIM JANECEK AGES 10-14

This is designed to enhance fundamental of-fensive & defensive skills with an emphasis on position - specific skills. 3 on 3 Fast Break and 3 on 3 halfcourt competition is also part of this program. 8 classes. Cost includes T-shirt.

Saturdays: 2:30 - 4:00 pm  
September 23 - November 11  
Riverhead High School

Residents/Sch Dist \$35 Non-Residents \$45

### 3 ON 3 FAST BREAK BASKETBALL WITH JIM JANECEK AGES 7-14

3 on 3 Fast Break is designed to be a competitive league combining players of different levels of experience. All players regardless of experience level are encouraged to participate. Principles of offense, defense and teamwork will be taught. 6 classes.

Ages 7 - 10 6:00 - 7:30 pm  
Ages 11-14 7:45 - 9:00 pm

Fridays: September 29 - November 10  
Pulaski St. School

Cost: Residents/School District ONLY \$25

### BASKETBALL SHOOTING CLINIC WITH JIM JANECEK AGES 7-15

Concentration on fundamentals of shooting (layups, jumpshots, foulshots, footwork & form). 2 classes. ENROLLMENT LIMITED.

Saturdays: 1:30 - 4:00 pm  
December 9 & December 16  
Pulaski St. School

Cost: Residents \$35 Non-Residents \$45

Family Biddy Basketball Age: 5-6  
Family Biddy Basketball is a program designed for 5 & 6 year old boys & girls with their parent/guardian to engage in 1 1/2 hours of basic skill drills in the art of dribbling, passing, shooting, defense, footwork & teamwork. 8 classes.

Saturdays: 10:30 am - 12:00 pm  
September 23 - November 11

Riverhead High School

Residents/Sch Dist \$35 Non-Residents \$4  
Body Mechanics Age: 5-10  
This course covers movement relative to all sports such as sliding, kicking, jumping, pivoting, and throwing. Participants will learn how to perform different movements to maintain balance and increase coordination. Ideal for basketball, soccer, softball, baseball, lacrosse and football participants. 4 classes.

Saturdays: 4:00 - 5:00 pm  
December 2 - December 23  
Pulaski Street School

Residents/Sch Dist \$15 Non-Residents \$25

Co-Ed Volleyball League Practice  
Sign up your team and you will be matched against other teams in your division for some pre-season practice. Play is open roster to allow new players to try out. No referees! 4 practices

Tuesdays: 8:15 - 10:15  
October 24 - November 28  
Wednesdays: 8:15 - 10:15  
November 1 - 29

Cost: Residents \$45 Non-Residents \$55  
Stotzky Park Office 727-5744  
George Young Community Center  
727-3200 ext. 242

**Health Requirements** - Participants are advised to have a complete physical prior to participating in activities which could be strenuous. Medical and waiver forms may have to be completed for particular activities. **Parental permission** is required if under 18. There will be a \$15 fee for all returned checks.



**Family Account Name** \_\_\_\_\_  
Last First Date of Birth \_\_\_\_\_

**Address** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Home Phone #** \_\_\_\_\_ **Work #** \_\_\_\_\_

**Emergency Contact Name** \_\_\_\_\_ **Phone #** \_\_\_\_\_

Participants' Name Last First Activity Date of Birth Sex Medical Alert Fee						

**Waiver:** All participants in Town Parks and Recreation Programs do so at their own risk.  
Individuals are responsible to check all class descriptions and be sure that they or their child's physical condition and skill dictate that they may safely participate.

**Total \$** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_  
Parent/Guardian/Participant

9/5/00

**Adopted**

## TOWN OF RIVERHEAD

Resolution # 789**SUPPORTS THE DEED OF CONSERVATION EASEMENT BETWEEN  
RICHARD N. REEVE AND V. AVIS REEVE TO THE PECONIC LAND TRUST,  
INC.**

**COUNCILMAN DENSIESKI** offered the following resolution, which was seconded  
by **COUNCILMAN LULL** :

**WHEREAS**, it is the policy of the Town of Riverhead to conserve its open space and scenic vistas; and

**WHEREAS**, the Riverhead Town's Comprehensive Plan and land use regulations clearly define, delineate and implement its policy of conserving its prime agricultural soils, open space and scenic vistas, specifically by the adoption of Chapter 12 of the Town of Riverhead Town Code, Coastal Erosion Hazard Areas, for the purpose of establishing the preservation of important natural protective features such as bluffs, dunes and vegetation bordering the Long Island Sound; and

**WHEREAS**, Richard N. Reeve and V. Avis Reeve are the owners of a parcel of land comprising 27.037 acres, situate Riverhead, New York, further identified as p/o Suffolk County Tax Map Parcel #0600-18.00-01.00-007.0000; and

**WHEREAS**, the subject property is located in the New York State Agricultural District #7; and

**WHEREAS**, the property has 860.69 feet of beach front on the Long Island Sound, offering protection of the scenic vistas and wildlife habitats of the shoreline, bluffs and woodland beyond; and

**WHEREAS**, despite the efforts of the Town of Riverhead and other levels of government, woodland and shoreline along the Long Island Sound continue to be threatened because of heavy development pressures; and

**WHEREAS**, the Town Board wishes to encourage other methods of open space and farmland preservation including the voluntary granting of conservation easements by private landowners to the Town or private conservation organizations; and

**THE VOTE**

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
			Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

THE RESOLUTION WAS ☒ WAS NOT ☐  
THEREUPON DULY ADOPTED

**WHEREAS**, Richard N. Reeve and V. Avis Reeve have conveyed a Deed of Conservation Easement on their property described above to the Peconic Land Trust, Inc. by deed dated August 6, 1999, recorded in the Office of the Suffolk County Clerk on August 25, 1999 in Liber 11985 page 174 to protect the open space and scenic vistas on the subject property; and

**WHEREAS**, the Deed of Conservation Easement reduces the development of the property from a potential of four (4) units, to no more than two (2), with one of the units being a Peconic Land Trust caretaker's cottage for the purpose of an onsite stewardship and maintenance presence.

**NOW THEREFOR BE IT RESOLVED**, that the Town Board finds that the Conservation Easement conveyed by Richard N. Reeve and V. Avis Reeve to the Peconic Land Trust, Inc. on August 6, 1999 is consistent with the Town's clearly delineated public policy of preserving woodland and shoreline, reducing density, preserving open space and scenic vistas, and that said conveyance will yield a significant public benefit; and be it further

**RESOLVED**, that the Town Clerk forward a certified copy of this resolution to the Grantors at the addresses set forth in the deed; Peconic Land Trust, Inc., 296 Hampton Road, P.O. Box 1776, Southampton, New York, 11969; the Planning Department; the Assessor's Office and the Office of the Town Attorney.

SEPTEMBER 5, 2000

1456

Adopted

TOWN OF RIVERHEAD

PAL FUND

BUDGET ADJUSTMENT

RESOLUTION # 790

COUNCILMAN CARDINALE

offered the following resolution,

which was seconded by COUNCILMAN DENSIESKI

**BE IT RESOLVED**, that the Supervisor be and is hereby authorized to establish the following budget adjustment:

**FROM:**

004.000000.390599 APPROPRIATED FUND BALANCE

\$900.

**TO:**

004.031200.549000 FOOTBALL MISC./REFEREES  
004.031200.540000 SOCCER REFEREES

\$300.  
600.

THE VOTE

Cardinale ☒ Yes ☐ No

Densieski ☒ Yes ☐ No

Kent ☒ Yes ☐ No

Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

THE VOTE

Densieski ☒ Yes ☐ No Cardinale ☒ Yes ☐ No

Kent ☒ Yes ☐ No Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

THE RESOLUTION WAS ☒ WAS NOT ☐  
THEREUPON DULY ADOPTED

**TOWN OF RIVERHEAD**

**GENERAL FUND**

**BUDGET ADJUSTMENT**

**RESOLUTION # 791**

COUNCILMAN LULL offered the following resolution ,  
which was seconded by COUNCILMAN DENSIESKI

**BE IT RESOLVED**, that the Supervisor be and is hereby authorized to establish the following budget adjustment:

001.031200.524440	FIRE EXTINGUISHER EQUIPMENT	<b>FROM:</b> \$300.	
001.031200.524502	VEHICLE TRUCK EQUIPMENT		<b>TO:</b> \$300.
001.070200.512500	RECREATION ADMIN. OVERTIME	<b>FROM:</b> \$1,500.	
001.070200.543405	RECREATION ADMIN., TRAVEL & EDUCATION		<b>TO:</b> \$1,500.
001.013100.542700	FINANCE, COMPUTER SUPPLIES	<b>FROM:</b> \$100.	
001.013100.543405	FINANCE, TRAVEL EXPENSE		<b>TO:</b> \$100.
001.000000.390599	APPROPRIATED FUND BALANCE	<b>FROM:</b> \$19,180.	
001.014400.524000	ENGINEERING EQUIPMENT		<b>TO:</b> \$180.
001.014400.543500	ENGINEERING CONSULTANTS		19,000.
001.031200.515505	POLICE, HAZMAT PERSONNEL	<b>FROM:</b> \$3,650.	
001.031200.512500	POLICE, NON-UNIFORM O/T		<b>TO:</b> \$3,000.
001.031200.524380	POLICE, MISC. OFFICE EQUIPMENT		350.
001.031200.524502	POLICE, VEHICLE TRUCK EQUIPMENT		300.



SEPTEMBER 5, 2000

GENERAL FUND BUDGET RESOLUTION CONTINUED:

001.013255.542100	YOUTH COURT, OFFICE SUPPLIES	FROM:	
			\$300.
001.013255.549000	YOUTH COURT, MISC EXPENSE	TO:	\$300.
001.090100.581500	NYS RETIREMENT EXPENSE	FROM:	
			\$2,500.
001.042100.542100	NARCOTICS GUIDANCE COUNCIL, SUPPLIES & MATERIALS	TO:	\$2,500.
001.000000.350599	APPROPRIATED FUND BALANCE	FROM:	
001.036200.542600	SAFETY INSPECTOR, PRINTING		\$33,850.
			\$200.
001.036200.512500	SAFETY INSPECTOR, OVERTIME	TO:	\$26,000.
001.036200.541500	SAFETY INSPECTOR, CAR EXPENSE		5,000.
001.036200.542100	SAFETY INSPECTOR, OFFICE EXPENSE		2,000.
001.036200.543403	SAFETY INSPECTOR, CONFERENCE		850.
001.036200.542404	SAFETY INSPECTOR, CLEANING ALLOWANCE		200.

THE VOTE

Cardinale ☒ Yes ☐ No

Densieski ☒ Yes ☐ No

Kent ☒ Yes ☐ No

Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

**Adopted**

TOWN OF RIVERHEAD

AMBULANCE FUND  
BUDGET ADJUSTMENT

RESOLUTION # 792

COUNCILMAN DENSIESKI

offered the following resolution ,

which was seconded by COUNCILMAN CARDINALE

**BE IT RESOLVED**, that the Supervisor be and is hereby authorized to establish the following budget adjustment:

	<b>FROM:</b>
120.045400.545214 RADIO & SCANNERS	\$1,400.
120.045400.524400 FIELD EQUIPMENT	10,000.
120.045400.524900 MISC. EQUIPMENT	450.
120.045400.541401 RADIO MAINTENANCE	300.
120.045400.542115 COPIER SUPPLIES	2,000.
120.045400.542300 FIELD SUPPLIES	18,000.
120.045400.542307 FLARES	200.
120.045400.542400 UNIFORM EXPENSE	750.
120.045400.543401 TRAINING EXPENSE	2,500.
120.045400.543402 TRAINING SEMINAR	1,500.
120.045400.544300 INCENTIVE PROGRAMS	800.
120.045400.547800 VACCINATIONS	2,000.
120.045400.595001 TRANSFER TO GENERAL FUND	40,000.
120.045400.595175 TRANSFER TO RISK RETENTION	6,100.

120.045400.543925 RVAC CONTRACT

**TO:**  
**\$86,000.**

THE VOTE

Cardinale ☒ Yes ☐ No

Densieski ☒ Yes ☐ No

Kent ☒ Yes ☐ No

Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

September 5, 2000

**Adopted****TOWN OF RIVERHEAD****Resolution # 793****'98 POLICE COMPUTERIZATION CAPITAL PROJECT****BUDGET ADJUSTMENT****COUNCILMAN KENT**

offered the following resolution ,

which was seconded by **COUNCILMAN DENSIESKI**

**BE IT RESOLVED**, that the Supervisor be and is hereby authorized to establish the following budget adjustment:

406.031200.481000.40046  
 .06.031200.492215.40046

GENERAL FUND TRANSFER  
 NEW YORK STATE AID

**FROM:**

\$35,000.  
 25,000.

406.031200.524201.40046  
 406.031200.523014

COMPUTERS  
 INFRASTRUCTURE

**TO:**

\$40,000.  
 20,000.

**THE VOTE**Cardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

SEPTEMBER 5, 2000

1461

**Adopted**

TOWN OF RIVERHEAD

Resolution # 794

COMMUNITY DEVELOPMENT AGENCY - CALVERTON

BUDGET ADJUSTMENT

COUNCILMAN CARDINALE offered the following resolution ,  
which was seconded by COUNCILMAN KENT

**BE IT RESOLVED**, that the Supervisor be and is hereby authorized to establish the following budget adjustment:

914.069800.541499 MISC REPAIRS(FENCE & CARPENTRY)

FROM:  
\$5,000.

914.069800.541530 AUTO REPAIRS

TO:  
\$5,000.

THE VOTE

Cardinale ☒ Yes ☐ No

*abstain*  
Densieski ☐ Yes ☐ No

Kent ☒ Yes ☐ No

Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

SEPTEMBER 5, 2000

**Adopted**

## TOWN OF RIVERHEAD

Resolution # 795EXT. #54 TWOMEY AVE. WATER EXTENTIONCAPITAL PROJECTBUDGET ADOPTION**COUNCILMAN CARDINALE**

\_\_\_\_\_ offered the following resolution ,  
 which was seconded by COUNCILMAN KENT

**BE IT RESOLVED**, that the Supervisor be and is hereby authorized to establish the following budget:

406.083200.492320.30060	USEPA GRANT	<b>FROM:</b>	
406.083200.543501.30060	TRANSFER FROM REPAIR & MAINT.		\$98,850.
			32,900.

406.083200.523002.30060	CONSTRUCTION	<b>TO:</b>	
406.083200.543501.30060	ENGINEERING EXPENSE		\$100,000.
406.083200.543315.30060	LEGAL		20,100.
406.083200.547900.30060	CONTINGENCY		5,000.
			6,650.

THE VOTECardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

SEPTEMBER 5, 2000

## TOWN OF RIVERHEAD

**Adopted**Resolution # 796GENDOT ASSOCIATES/SOUND AVE. WATER PROJECTCAPITAL PROJECTBUDGET ADOPTION

COUNCILMAN DENSIESKI offered the following resolution ,  
 which was seconded by COUNCILMAN CARDINALE

BE IT RESOLVED, that the Supervisor be and is hereby authorized to  
 establish the following budget:

406.092705.421050.30064 DEVELOPER FEES

FROM:  
 \$2,500.

406.083200.543501.30064 ENGINEERING EXPENSE

TO:  
 \$2,500.

THE VOTE

Cardinale ☒ Yes ☐ No

Densieski ☒ Yes ☐ No

Kent ☒ Yes ☐ No

Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

SEPTEMBER 5, 2000

## TOWN OF RIVERHEAD

Resolution # 797**Adopted**EXT. #58 FOXWOOD VILLAGE IICAPITAL PROJECTBUDGET ADOPTION**COUNCILMAN DENSIESKI**~~COUNCILMAN CARDINALE~~

offered the following resolution ,

which was seconded by **COUNCILMAN CARDINALE**

BE IT RESOLVED, that the Supervisor be and is hereby authorized to establish the following budget:

406.092705.421050.30058 DEVELOPER FEES

FROM:  
\$4,000.

406.083200.543501.30058 ENGINEERING EXPENSE

TO:  
\$4,000.THE VOTECardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

SEPTEMBER 5, 2000

## TOWN OF RIVERHEAD

Resolution # 798**Adopted**EQUESTRIAN ESTATE WATER PROJECTCAPITAL PROJECTBUDGET ADOPTION**COUNCILMAN DENSIESKI**

\_\_\_\_\_ offered the following resolution ,  
 which was seconded by **COUNCILMAN CARDINALE** \_\_\_\_\_

**BE IT RESOLVED**, that the Supervisor be and is hereby authorized to  
 establish the following budget:

406.092705.421050.30063 DEVELOPER FEES

**FROM:**  
 \$3,900.

406.083200.543501.30063 ENGINEERING EXPENSE

**TO:**  
 \$3,900.

THE VOTECardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No



# Adopted

## Resolution # 799

EXT. #59 DEEP HOLE ROAD

## CAPITAL PROJECT

## BUDGET ADOPTION

**COUNCILMAN DENSIESKI**

\_\_\_\_\_ offered the following resolution ,  
which was seconded by \_\_\_\_\_ COUNCILMAN CARDINALE

BE IT RESOLVED, that the Supervisor be and is hereby authorized to establish the following budget:

406.092705.421050.30062 DEVELOPER FEES

FROM:  
\$4,000.

406.083200.543501.30062 ENGINEERING EXPENSE

TO: \$4,000.

## THE VOTE

Cardinale ☒ Yes ☐ No

Densieski ☒ Yes ☐ No

Kent ☒ Yes ☐ No

Lul ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

SEPTEMBER 5, 2000

**Adopted**

## TOWN OF RIVERHEAD

Resolution # 800HUBBARD ESTATES WATER EXT.CAPITAL PROJECTBUDGET ADOPTION~~COUNCILMAN DENSIESKI~~  
~~COUNCILMAN KENT~~

\_\_\_\_\_ offered the following resolution ,

which was seconded by COUNCILMAN CARDINALE

**BE IT RESOLVED**, that the Supervisor be and is hereby authorized to establish the following budget:

406.092705.421050.30054 DEVELOPER FEES

FROM:  
\$43,500.

406.083200.523002.30054	CONSTRUCTION	
406.083200.543501.30054	ENGINEERING EXPENSE	
406.083200.543315.30054	LEGAL	
406.083200.547900.30054	CONTINGENCY	

TO:  
\$34,400.  
5,500.  
2,000.  
1,600.

THE VOTECardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

SEPTEMBER 5, 2000

## TOWN OF RIVERHEAD

Resolution # 801**Adopted**LINKS @ WADING RIVER WATER PROJECTCAPITAL PROJECTBUDGET ADOPTIONCOUNCILMAN DENSIESKI

offered the following resolution ,

which was seconded by COUNCILMAN CARDINALE

BE IT RESOLVED, that the Supervisor be and is hereby authorized to establish the following budget:

406.092705.421050.30061 DEVELOPER FEES

FROM:  
\$3,000.

406.083200.543501.30061 ENGINEERING EXPENSE

TO:  
3,000.THE VOTECardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

SEPTEMBER 5, 2000

## TOWN OF RIVERHEAD

Resolution # 802**Adopted**TALL TREE ACRES @ WADING RIVER WATER (SHADE TREE)CAPITAL PROJECTBUDGET ADOPTIONCOUNCILMAN DENSIESKI

offered the following resolution ,

which was seconded by COUNCILMAN CARDINALE

**BE IT RESOLVED**, that the Supervisor be and is hereby authorized to establish the following budget:

406.092705.421050.30057 DEVELOPER FEES

FROM:  
\$2,500.

406.083200.543501.30057 ENGINEERING EXPENSE

TO:  
\$2,500.THE VOTECardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

SEPTEMBER 5, 2000

## TOWN OF RIVERHEAD

Resolution # 803**Adopted**SUNKEN PONDS ESTATESCAPITAL PROJECTBUDGET ADOPTION**COUNCILMAN DENSIESKI**

\_\_\_\_\_ offered the following resolution ,

which was seconded by \_\_\_\_\_

**COUNCILMAN CARDINALE**

**BE IT RESOLVED**, that the Supervisor be and is hereby authorized to establish the following budget:

406.092705.421050.60101 DEVELOPER FEES

FROM:  
\$115,000.

406.083200.523002.60101	CONSTRUCTION
406.083200.543501.60101	ENGINEERING EXPENSE
406.083200.543315.60101	LEGAL
406.083200.547900.60101	CONTINGENCY

TO:  
\$87,000.  
19,400.  
5,000.  
3,600.

THE VOTECardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

TOWN OF RIVERHEAD

**Adopted**

Resolution # 804

SEWER DISTRICT

BUDGET ADJUSTMENT

COUNCILMAN DENSIESKI offered the following resolution ,  
which was seconded by COUNCILMAN CARDINALE

**BE IT RESOLVED**, that the Supervisor be and is hereby authorized to establish the following budget adjustment:

114.000000.390599      APPROPRIATED FUND BALANCE      **FROM:**  
\$34,500.

114.081300.524000      PLANT EQUIPMENT      **TO:**  
\$34,500.

**THE VOTE**  
Densieski ☒ Yes ☐ No      Cardinale ☒ Yes ☐ No  
Kent ☒ Yes ☐ No      Lull ☒ Yes ☐ No  
Kozakiewicz ☒ Yes ☐ No  
THE RESOLUTION WAS ☒ WAS NOT ☐  
THEREUPON DULY ADOPTED

9/5/00

**Adopted**

## TOWN OF RIVERHEAD

ORDER AUTHORIZING INCREASE AND IMPROVEMENT  
TO THE RIVERHEAD SEWER DISTRICT  
PURCHASE OF SEWER TELEVISION INSPECTION SYSTEMRESOLUTION # 805Adopted: 9/5/00COUNCILMAN DENSIESKI

offered the following resolution

which was seconded by COUNCILMAN LULL

WHEREAS, the Town Board of the Town of Riverhead, duly caused to be prepared a plan and estimate of cost relating to the increase and improvement of the facilities of the Riverhead Sewer District of said Town by H2M, relating to the purchase of a sewer television inspection system, and

WHEREAS, the maximum amount proposed to be expended for said overall improvement is \$34,275 which shall be allocated and charged as the cost of increasing and improving the facilities of the Riverhead Sewer District and shall be borne by the entire District to be paid from existing funds, and

WHEREAS, it has been determined that this is a Type II Action with no significant impact upon the environment, and

WHEREAS, in accordance with Section 202-b of the Town Law, a public hearing was held on August 15, 2000, and all persons wishing to be heard were heard,

NOW, THEREFORE, upon the proceedings, the plans and specifications, and the public hearing, the Town Board of the Town of Riverhead, as governing body of the Riverhead Sewer District, hereby determines as follows:

RESOLVED, that the improvements to the Riverhead Sewer District will not have a significant impact upon the environment, and it is further

RESOLVED, that improvements as set forth above are in the best interest of the properties served by the Riverhead Sewer District, and it is further

RESOLVED, that the maximum amount to be expended for said overall improvement is \$34,275 which shall be allocated and charged as the cost of increasing and improving the facilities of the Riverhead Sewer District and shall be borne by the entire District to be paid from existing funds, and be it further

RESOLVED, that a certified copy of this resolution be forwarded to Frank Isler, Esq., Michael Reichel, H2M, and Riverhead Accounting Department.

#### THE VOTE

Densleak ☒ Yes ☐ No    Cardinale ☒ Yes ☐ No  
 Kent ☒ Yes ☐ No    Lull ☒ Yes ☐ No  
 Kozakiewicz ☒ Yes ☐ No

THE RESOLUTION WAS ☒ WAS NOT ☐  
 THEREUPON DULY ADOPTED



# Adopted

9/5/00

AWARDS BID  
PURCHASE OF SEWER TELEVISION INSPECTION SYSTEM  
RIVERHEAD SEWER DISTRICT

RESOLUTION # 806  
Adopted 9/5/00

Councilperson COUNCILMAN KENT offered the following resolution which was seconded by Councilperson COUNCILMAN CARDINALE,

WHEREAS, this Town Board did authorize the advertisement for bids for the purchase of a sewer television inspection system, and

WHEREAS, the Town Clerk was authorized to advertise for such bids, and

WHEREAS, all bids received were opened and read aloud on the date and time advertised in the notice, and

WHEREAS, it has been recommended by H2M, consulting engineers to the Riverhead Sewer District, by letter dated June 20, 2000, that the bid be awarded to CUES of ORLANDO, FLORIDA, for the total bid amount of \$34,275,

NOW, THEREFORE, BE IT

RESOLVED, that the bid for the purchase of a sewer television inspection system be and is hereby awarded to CUES of ORLANDO, FLORIDA, in the bid of \$34,275 and be it further

RESOLVED, that the Town Clerk forwarded certified copies of this resolution to Cues; Frank Isler, Esq.; H2M, and Michael Reichel, and the Accounting Department, be it further

RESOLVED, that the Town clerk is hereby authorized to return to all the unsuccessful original bidders their respective bid security and it is further

RESOLVED, that upon completion of fully executed contracts and the filing of said contract with the Town Clerk, the Town Clerk is hereby authorized to release to the successful bidder the bidder's bid security.

**THE VOTE**

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Kill	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY ADOPTED

9/5/00

STATUS Adopted

## TOWN OF RIVERHEAD

Resolution # 807

APPOINTS CONSULTING FIRM**COUNCILMAN DENSIESKI** offered the following resolution,

which was seconded by

**COUNCILMAN LULL**

WHEREAS, the Town Board of the Town of Riverhead adopted Resolution number 69-2000 on January 18, 2000, appointing a list of all town consultants, including legal representation, and consultants for planning, computer operation and programming, court reporting, Town Board transcribing, Police Department interpreters, appraisals, and land surveyors; and

WHEREAS, from time to time, the Town Board may wish to amend that list of appointed consultants to be used by the various town departments and agencies, such as it did on March 21 (Resolution 256-2000) adding Dunn Engineering and E.S. Kalogeras; and May 2 (Resolution 382-2000) adding Suffolk OnLine Advertising; and May 23 (Resolution 467-2000) adding TriState Planning & Engineering, P.C.; and July 18 (Resolution 661-2000) adding Martin F. Sendlewski, P.C.; and August 15 (Resolution 775-2000) adding Rothzeid, Kaiserman, Thomson & Bee architect and planners; and

WHEREAS, the Town Board agrees to appoint Cashin Associates to be part of that list of consultants to fulfill contracts needed and as approved by the Town Board and to be compensated according to the attached fee schedule showing Cashin Associates' "CY 2000 Billing Rates".

**THE VOTE**Densieski ☒ Yes ☐ No Cardinale ☒ Yes ☐ NoKent ☐ Yes ☐ No Lull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ NoTHE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY ADOPTED

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby appoints Cashin Associates to assist the Town of Riverhead with specific projects approved by the Town Board; and

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Cashin Associates, P.C., 1200 Veterans Memorial Highway, Hauppauge, NY 1178, the Riverhead Town Engineering Office and the Town Office of Accounting.

THE VOTE

Cardinale ☒ Yes ☐ No

Densieski ☒ Yes ☐ No

Kent ☒ Yes ☐ No

Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

The Resolution Was ☒ Was Not ☐  
Thereupon Duly Declared Adopted

## FEE SCHEDULE

### CASHIN ASSOCIATES, P.C. CY 2000 BILLING RATES

#### JOB CLASSIFICATION

#### HOURLY BILLING RATE\*

##### Engineering Services

Principal Engineer	\$120.00
Sr. Civil Engineer	100.00
Sr. Engineer	90.00
Project Engineer	80.00
Engineer	70.00
Associate Engineer	60.00
Jr. Engineer	50.00
CADD Operator	65.00
Field Technician	45.00
Drafter	50.00
Computer Technician	40.00

##### Environmental/Planning Consulting Services

Principal Scientist	\$120.00
Senior Environmental Scientist/Planner	90.00
Environmental Scientist/Planner	75.00
Landscape Architect	80.00
Assistant Environmental Scientist/Planner	60.00
Environmental Technician	50.00
Office Technician	40.00

##### Construction Inspection Services

Sr. Construction Manager	\$120.00
Resident Engineer	90.00
Sr. Inspector	75.00
Inspector	60.00
Field Technician	50.00

\* Includes overhead and profit factors

**Adopted**

## TOWN OF RIVERHEAD

Resolution # 808

**AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST A  
PROPOSED LOCAL LAW ENTITLED, "LOCAL LAW TO CHANGE  
THE TERM OF OFFICE OF THE TOWN CLERK AND HIGHWAY  
SUPERINTENDENT FROM 2 YEARS TO 4 YEARS**

COUNCILMAN LULL offered the following resolution,  
which was seconded by COUNCILMAN KENT.

**WHEREAS**, that the Town Clerk be and is hereby authorized to publish and post the attached notice of proposed local law entitled, "Local Law to Change the Term of the Town Clerk and Highway Superintendent from 2 Years to 4 Years", once in the September 7, 2000 issue of the News Review, the newspaper that is hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall.

**NOW THEREFORE BE IT RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the Suffolk County Board of Elections.

**THE VOTE**

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐  
THEREUPON DULY ADOPTED

## TOWN OF RIVERHEAD NOTICE OF PUBLIC HEARING

**PLEASE TAKE NOTICE**, that public hearing will be held on the 19<sup>th</sup> day of September 1, 2000 at 2:20 o'clock p.m. at 200 Howell Avenue, Riverhead, New York to hear all interested parties to consider the proposed local law entitled, "Local Law to Change the Term of Office of the Town Clerk and Highway Superintendent from 2 years to 4 years", as follows:

- Section 1.                   The term of office of the Town Clerk shall be 4 years.  
                                  The term of office of the Highway Superintendent shall be 4 years.
- Section 2.                   This local law shall supercede section Twenty-Four of the Town Law, insofar as it is inconsistent with such section
- Section 3.                   A proposition for the approval of this local law shall be submitted to the electors of the Town of Riverhead at the general election to be held in November, two thousand, and this local law shall become operative only if approved by the affirmative vote of a majority of the qualified electors voting upon such proposition.
- Section 4.                   If this local law is approved by the affirmative vote of a majority of the qualified electors of the Town voting thereon at said general election. This local law shall become and be effective immediately.

Copies of said proposed local law are available at the Office of the Town Clerk to any interested persons during regular business hours.

Dated: September 5, 2000  
Riverhead, New York

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

**Adopted**

9/5/00

## TOWN OF RIVERHEAD

RESOLUTION # 809ORDER CALLING PUBLIC HEARING - EXTENSION 58 TO THE RIVERHEAD  
WATER DISTRICT  
FOXWOOD VILLAGE II

ADOPTED \_\_\_\_\_

COUNCILMAN CARDINALE offered the following resolution  
which was seconded by COUNCILMAN LULL,

WHEREAS, a petition has been filed by the developer of property located on the south side of Middle Road just west of Mill Road requesting the Riverhead Water District to provide water facilities to their proposed residences which are located just outside the boundaries of the existing Water District, and

WHEREAS, a map and plan detailing the proposed construction of water mains and appurtenances has been prepared by H2M, consulting engineers to the Riverhead Water District for an extension to the Riverhead Water District to be known as Extension No. 58 located on Middle Road, Riverhead, New York, and

WHEREAS, the maximum amount to be expended for the installation of the mains is \$110,000 all to be borne by the developer, with said extension to be at no cost to the district, and

WHEREAS, key money cost of \$2,500 per dwelling unit will be assessed to cover the cost of constructing capital improvement facilities for a total amount of \$235,000, and

WHEREAS, the boundary of said extension is set forth fully in the attached Exhibit A, and

WHEREAS, it is necessary for the Town Board to hold a public hearing to hear all persons wishing to be heard with regard to the proposed extension,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board will hold a public hearing on the 3rd day of October, 2000, at 7:05 o'clock p.m. at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to hear all interested persons with regard to the extension to the Riverhead Water District to be known as Extension 58, and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to publish and post a copy of this resolution in full in the September 14th edition of the News Review; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Gary Pendzick, Frank Isler, Esq., the developer, and H2M.

BY ORDER OF THE RIVERHEAD TOWN BOARD  
Barbara Grattan, Town Clerk

Dated: September 5, 2000  
Riverhead, NY

**THE VOTE**

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinals	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
			Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

THE RESOLUTION WAS ☒ WAS NOT ☐  
THEREUPON DULY ADOPTED



**EXHIBIT "C"****RIVERHEAD WATER DISTRICT****PROPOSED EXTENSION NO. 58****FOXWOOD VILLAGE II****DESCRIPTION OF EXTENSION**

All this certain lot, parcel of land, said property being known as Section 101, Block 001, Lot 006.1, situated and lying and being at Calverton, Town of Riverhead, County of Suffolk and State of New York, along with the right-of-ways known as Middle Road and Mill Road, bounded and described as follows:

BEGINNING at a point formed by the northerly right-of-way of Middle Road and the easterly right-of-way of Mill Road. This being the said POINT OF BEGINNING.

From said POINT OF BEGINNING, running southerly along the easterly right-of-way of Mill Road a distance of approximately 1,351 feet to a point formed by the apparent intersection of the easterly right-of-way of Mill Road and the southerly property line of Section 101, Block 001, Lot 006.1.

THENCE running westerly perpendicular to the westerly right-of-way of Mill Road a distance of 49.5 feet to the southerly property line of Section 101, block 001, Lot 006.1.

THENCE running westerly along the southerly property line of Section 101, Block 001, Lot 006.1 a distance of 1,141.07 feet to the westerly property line of said Lot 006.1.

THENCE running northerly along the westerly property line of Section 101, Block 001, Lot 006.1 a distance of 1,569.84 feet to a point.

**H2M**GROUP

THENCE running easterly from said point a distance of 100.00 feet to a point.

THENCE running northerly from said point to a point formed by the southerly right-of-way of Middle Road and the westerly property line of Section 101, Block 001, Lot 006.1 a distance of 400.00 feet to a point.

THENCE running westerly along the southerly right-of-way of Middle Road a distance of approximately 77 feet to a point formed by the apparent intersection of the southerly right-of-way of Middle Road and the westerly property line of Section 081, Block 001, Lot 001.1.

THENCE running northerly to a point formed by the northerly right-of-way of Middle Road and the westerly property line of Section 081, Block 001, Lot 001.1.

THENCE running easterly along the northerly right-of-way of Middle Road a distance of approximately 1,343 feet to a point formed by the easterly property lien of Section 081, Block 001, Lot 001.1 and the northerly right-of-way of Middle Road.

THENCE running easterly along the northerly right-of-way of Middle Road a distance of approximately 258 feet to a point formed by the northerly right-of-way of Middle Road and the westerly right-of-way of Mill Road.

THENCE running easterly to a point formed by the northerly right-of-way of Middle Road and the easterly right-of-way of Mill Road a distance of approximately 55 feet. This being the said POINT OF BEGINNING.

**H2M**GROUP

All this certain lot, parcel of land and said property described above being know as "Proposed Extension No. 58 – Foxwood Village II" shall EXCLUDE a certain lot known as Section 101, Block 001, Lot 007 and described as follows:

BEGINNING at a point formed by the northerly right-of-way of Middle Road and the easterly right-of-way of Mill Road. This being the said POINT OF BEGINNING.

From said POINT OF BEGINNING, running southerly to the southerly right-of-way of Middle Road and the easterly right-of-way of Mill Road.

THENCE running westerly to the southerly right-of-way of Middle Road and the westerly right-of-way of Mill Road.

THENCE running westerly along the southerly right-of-way of Middle road a distance of 288.55 feet to a point.

THENCE running southerly along the easterly property line of Section 101, Block 001, Lot 007 a distance of 300.00 feet to a point.

THENCE running westerly along the southerly property line of Section 101, Block 001, Lot 007 a distance of 157.06 feet to a point.

THENCE running northerly along the westerly property line of Section 101, Block 001, Lot 007 a distance of 399.98 feet to the southerly right-of-way line of Middle Road.

THENCE running easterly along the southerly right-of-way of Middle Road a distance of 200 feet to the easterly property line of Section 101, Block 001, Lot 007.

THENCE running easterly along the southerly right-of-way of Middle Road a distance of 288.55 feet to the westerly right-of-way of Mill Road.

**H2M**GROUP

THENCE running easterly along the southerly right-of-way of Middle Road and the easterly right-of-way of Mill Road.

THENCE running northerly from said point along the easterly right-of-way of Mill Road to the said POINT OF BEGINNING.

END OF DESCRIPTION

SEPTEMBER 5, 2000

**Adopted**

## TOWN OF RIVERHEAD

Resolution # 810**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A HELP WANTED AD  
FOR****JUSTICE COURT CLERK**

COUNCILMAN KENT

\_\_\_\_\_ offered the following resolution

which was seconded by \_\_\_\_\_

COUNCILMAN LULL

**RESOLVED**, that the Town Clerk be and is hereby directed to publish the attached Help Wanted Ad in the September 14, 2000 issue of The News Review;

**THE VOTE**

Densleak	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY ADOPTED

## HELP WANTED

**PLEASE TAKE NOTICE**, that the Town of Riverhead is seeking qualified individuals to serve in the position of Justice Court Clerk. Applicants must have (2) two years clerical experience. Applications are to be submitted to the Accounting Office, 200 Howell Avenue, Riverhead, NY, between the hours of 8:30 am and 4:30 p.m., Monday through Friday. No applications will be accepted after 4:00 p.m. on September 22, 2000. The Town of Riverhead does not discriminate on the basis of age, race, color, national origin, sex or handicapped status in the employment or provision of services.

BY ORDER OF:  
THE RIVERHEAD TOWN BOARD  
BARBARA GRATTAN, TOWN CLERK

# Adopted

9/5/00

## TOWN OF RIVERHEAD

Resolution # 811

**AUTHORIZES TOWN CLERK TO POST AND PUBLISH PUBLIC NOTICE OF  
PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN  
AMENDMENT OF CHAPTER 101 (VEHICLES & TRAFFIC) OF THE RIVERHEAD  
TOWN CODE**

COUNCILMAN CARDINALE

offered the following resolution,

which was seconded by COUNCILMAN KENT:

**RESOLVED**, that the Town Clerk be and is hereby authorized to post and publish the attached public notice to consider a proposed local law to consider the amendment of Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code, once in the September 14, 2000 issue of **News Review**, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

**RESOLVED**, that the Town Clerk shall provide a certified copy of this resolution to the Highway Department and the Riverhead Police Department.

**THE VOTE**

Densleak	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐  
THEREUPON DULY ADOPTED

**TOWN OF RIVERHEAD  
PUBLIC NOTICE**

**PLEASE TAKE NOTICE**, that a public hearing will be held on the 19th day of September, 2000 at 2:15 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to amend Chapter 101 of the Riverhead Town Code entitled, "Vehicles & Traffic" as follows:

**§ 101-10. Parking prohibited.**

The parking of vehicles is hereby prohibited in the locations as follows:

Name of Street	Side	Location
<u>Dogwood Road</u>	<u>East</u>	<u>From a point of its intersection</u> <u>with Cedar Road northerly</u> <u>for a distance of 80 feet</u>

Dated: Riverhead, New York  
September 5, 2000

**BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD**

**BARBARA GRATTAN, Town Clerk**

\* Underline represents addition(s)



SEPTEMBER 5, 2000

**Adopted****TOWN OF RIVERHEAD**RESOLUTION # 812**AUTHORIZES TOWN CLERK TO PUBLISH AND POST NOTICE OF PUBLIC HEARING  
TO HOLD A PUBLIC HEARING FOR  
LOCAL LAW ENFORCEMENT BLOCK GRANT**

COUNCILMAN CARDINALE

\_\_\_\_\_ offered the following resolution

which was seconded by COUNCILMAN LULL

**WHEREAS**, by resolution 96-952 the Town Board established a Local Law Enforcement Block Grant Committee based upon the requirements as set forth by the United States Department of Justice; and

**WHEREAS**, the grantor requires that the Town of Riverhead hold a public hearing on the proposed use of grant funds; and

**WHEREAS**, the Town of Riverhead wishes to purchase a new police vehicle ; and

**THEREFORE, BE IT RESOLVED**, the Town Clerk be and is hereby directed to publish the attached notice of public hearing in the September 7, 2000 issue of the News Review; and

**THE VOTE**Cardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

**TOWN OF RIVERHEAD  
PUBLIC NOTICE  
PROPOSED USE OF GRANT FUNDS**

**PLEASE TAKE NOTICE**, that pursuant to a Riverhead Town Board resolution, duly adopted on September 5, 2000, a public hearing shall be held on the 19<sup>th</sup> day of September, 2000, at 2:15 p.m. at Town Hall, 200 Howell Avenue, Riverhead, NY, to hear all interested persons with regard to the proposed use of a \$39,030 grant awarded by the Department of Justice Local Law Enforcement Block Grant Program to the Town of Riverhead Police Department. The Town is proposing to obligate the grant funds for the purpose of purchasing a new police vehicle.

DATED: Riverhead, NY  
September 5, 2000

BY ORDER OF THE TOWN BOARD OF THE  
TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

09-05-00

**Adopted****TOWN OF RIVERHEAD****Resolution # 813**

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC HEARING NOTICE TO CONSIDER THE DEMOLITION OF BUILDING(S) OWNED BY WICKHAM C. TYTE PURSUANT TO CHAPTER 54 OF THE CODE OF THE TOWN OF RIVERHEAD ENTITLED, "UNSAFE BUILDINGS AND COLLAPSED STRUCTURES".**

**COUNCILMAN CARDINAL** offered the following resolution,

which was seconded by **COUNCILMAN LULL**

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached public notice to consider the demolition of certain building(s) purportedly owned by Wickham C & Frances Tyte, located at 1008 East Main Street, Riverhead, New York 11901, known and designed as Suffolk County Tax #0600-106.00-04-005.00; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Wickham C. & Frances Tyte, 1008 East Main Street, Riverhead, New York 11901, The Fire Marshal, The Assessor's Office, Town Engineer's Office; Town Attorney's Office and the Town Building Department

**THE VOTE**

Cardinale ☒ Yes ☐ No

Densieski ☒ Yes ☐ No

Kent ☒ Yes ☐ No

Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

The Resolution Was ☒ Was Not ☐  
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD****PUBLIC NOTICE**

**PLEASE TAKE NOTICE**, that a public hearing will be held on the 28<sup>th</sup> day of September 2000 at 11:30 AM at Town Hall, 200 Howell Avenue, Riverhead, New York, to hear all interested persons, to consider whether the owner of real property purportedly owned by Wickham C. & Frances Tyte, 1008 East Main Street, Riverhead, New York 11901 known and designated as Suffolk County Tax Map#106.00-04-005.00, should secure the buildings(s) situated on said property so that the health, safety and welfare of the residents of the Town of Riverhead shall not be endangered or, if the building(s) are found to be in an unsafe condition as described pursuant to Chapter 54 of the Code of the Town of Riverhead entitled, "Unsafe Buildings and Collapsed Structures " to be repaired and secured or demolished and removed.

Dated: Riverhead, New York  
Sept. 5, 2000

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD  
BARBARA GRATTAN, Town Clerk

09-05-00

**Adopted****TOWN OF RIVERHEAD**

Resolution # 814

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC HEARING NOTICE TO CONSIDER THE DEMOLITION OF BUILDING(S) OWNED BY LORNA KILEY D/B/A R&R MOBILE HOME PARK INC. AND OCCUPIED BY JOHN HATTON, PURSUANT TO CHAPTER 54 OF THE CODE OF THE TOWN OF RIVERHEAD ENTITLED, "UNSAFE BUILDINGS AND COLLAPSED STRUCTURES".**

**COUNCILMAN DENSIESKI**

offered the following resolution,

which was seconded by

**COUNCILMAN KENT**

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached public notice to consider the demolition of certain building(s) purportedly owned by Lorna Kiley D/B/A/ R&R Mobile Home Park Inc., located at 235 Old Country Road, Riverhead, New York and occupied by John Hatton, Trailer#3, R&R Mobile Home Park Inc. located at 235 Old Country Road, Riverhead, New York 11901, known and designed as Suffolk County Tax #0600-105.00-01-002.00; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Lorna Kiley, PO Box 2138, New York, New York 10036, John Hatton, Trailer #3, 235 Old Country Road, Riverhead, New York 11901, The Fire Marshal, The Assessor's Office, Town Engineer's Office; Town Attorney's Office and the Town Building Department

**THE VOTE**Cardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

The Resolution Was ☒ Was Not ☐  
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD****PUBLIC NOTICE**

**PLEASE TAKE NOTICE**, that a public hearing will be held on the 28<sup>th</sup> day of September 2000 at 11:35 AM at Town Hall, 200 Howell Avenue, Riverhead, New York, to hear all interested persons, to consider whether the owner of real property purportedly owned by Lorna Kiley D/B/A R&R Mobile Home Park Inc., PO Box 2138, New York, New York 10036 and occupied by John Hatton, located at R&R Mobile Home Park Inc., Trailer #3, 235 Old Country Road, Riverhead, New York 11901 known and designated as Suffolk County Tax Map#105.00-01-002.00, should secure the buildings(s) situated on said property so that the health, safety and welfare of the residents of the Town of Riverhead shall not be endangered or, if the building(s) are found to be in an unsafe condition as described pursuant to Chapter 54 of the Code of the Town of Riverhead entitled, "Unsafe Buildings and Collapsed Structures " to be repaired and secured or demolished and removed.

Dated: Riverhead, New York  
Sept. 5, 2000

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD  
BARBARA GRATTAN, Town Clerk

# Adopted

09-05-00

## TOWN OF RIVERHEAD

Resolution # 815

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC HEARING NOTICE TO CONSIDER THE DEMOLITION OF BUILDING(S) OWNED BY LORNA KILEY D/B/A R&R MOBILE HOME PARK INC., TRAILER#11, PURSUANT TO CHAPTER 54 OF THE CODE OF THE TOWN OF RIVERHEAD ENTITLED, "UNSAFE BUILDINGS AND COLLAPSED STRUCTURES".**

**COUNCILMAN LULL**

offered the following resolution,

which was seconded by **COUNCILMAN DENSIESKI**

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached public notice to consider the demolition of certain building(s) purportedly owned by Lorna Kiley D/B/A/ R&R Mobile Home Park Inc., located at Trailer #11, 235 Old Country Road, Riverhead, New York 11901, known and designed as Suffolk County Tax #0600-105.00-01-002.00; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Lorna Kiley, PO Box 2138, New York, New York 10036, The Code Enforcement Officer, The Assessor's Office, Town Engineer's Office; Town Attorney's Office and the Town Building Department

## THE VOTE

Cardinale ☒ Yes ☐ No

Densieski ☒ Yes ☐ No

Kent ☒ Yes ☐ No

Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

The Resolution Was ☒ Was Not ☐  
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD****PUBLIC NOTICE**

**PLEASE TAKE NOTICE**, that a public hearing will be held on the 28<sup>th</sup> day of September 2000 at 11:40 AM at Town Hall, 200 Howell Avenue, Riverhead, New York, to hear all interested persons, to consider whether the owner of real property purportedly owned by Lorna Kiley D/B/A R&R Mobile Home Park Inc., PO Box 2138, New York, New York 10036 located at Trailer #11, 235 Old Country Road, Riverhead, New York 11901 known and designated as Suffolk County Tax Map#105.00-01-002.00, should secure the buildings(s) situated on said property so that the health, safety and welfare of the residents of the Town of Riverhead shall not be endangered or, if the building(s) are found to be in an unsafe condition as described pursuant to Chapter 54 of the Code of the Town of Riverhead entitled, "Unsafe Buildings and Collapsed Structures " to be repaired and secured or demolished and removed.

Dated: Riverhead, New York  
Sept. 5, 2000

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD  
BARBARA GRATTAN, Town Clerk



09/05/00

STATUS **Adopted**

## TOWN OF RIVERHEAD

Resolution # 816

**AUTHORIZES TOWN OF RIVERHEAD TO REMOVE RUBBISH, DEBRIS  
AND THE CUTTING OF GRASS AND WEEDS FROM PROPERTY  
PURSUANT TO CHAPTER 96 ENTITLED, "TRASH, RUBBISH AND REFUSE  
DISPOSAL" OF THE RIVERHEAD TOWN CODE**

COUNCILMAN KENT offered the following resolution,

which was seconded by COUNCILMAN CARDINALE

WHEREAS, Section 96-2. B. of the Riverhead Town Code provides that the Town Board may require the removal of rubbish and debris and the cutting of grass and weeds; and

WHEREAS, property located at 215 Howell Avenue, Riverhead, New York also known as Suffolk County Tax Map Number 0600-127.00-04-036.00 is not in compliance with the requirements of Section 96 of the Riverhead Town Code; and

WHEREAS, the Town Board of the Town of Riverhead desires to require the removal of the rubbish and debris and the cutting of the grass at the property above mentioned.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the Town Clerk to serve notice upon Chin Kung Yui & Liv Yiu Sun, 215 Howell Avenue, Riverhead, New York 11901, by certified mail, returned receipt requested and by regular mail in a plain unmarked wrapper. Such notice is to consist of a certified copy of this resolution and the attached notice of property owner; and be it further

RESOLVED, that pursuant to Chapter 96, Section 96-2E., all actual expenses incurred by the Town of Riverhead to remove the rubbish/debris, grass and weeds shall be assessed against the owner; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Chin Kung Yui & Liv Yiu Sun, 215 Howell Avenue, Riverhead, New York 11901; the Building Department, Kenneth Testa, P.E. and the Officer of the Town Attorney.

**THE VOTE**

Cardinale ☒ Yes ☐ No

Densieski ☒ Yes ☐ No

Kent ☒ Yes ☐ No

Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

The Resolution Was ☒ Was Not ☐  
Thereupon Duly Declared Adopted

## TOWN OF RIVERHEAD

## PUBLIC NOTICE

PLEASE TAKE NOTICE, that pursuant to Riverhead Town Code, Section 96 of the Town of Riverhead, hereby requires that you cause the property located at 215 Howell Avenue, Riverhead, New York 11901 further described as Suffolk County Tax Map Number 0600-127.00-04-036.00, to be cleaned of all rubbish, refuse and other debris and that all the weeds and grass be mowed within ten (10) days of this notice.

Dated: Riverhead, New York  
September 5, 2000

BY ORDER OF THE TOWN  
BOARD  
OF THE TOWN OF RIVERHEAD  
BARBARA GRATTAN,  
Town Clerk

9/5/00

**Adopted**

## TOWN OF RIVERHEAD

Resolution # 817**APPROVES THE APPLICATION OF FLORSHEIM GROUP INC.****COUNCILMAN DENSIESKI**

offered the following resolution, was seconded by

**COUNCILMAN CARDINALE** :

**WHEREAS**, Florsheim Group Inc. has submitted an application for the purpose of conducting a tent sale to be held at the Tanger Outlet Center, Tanger Drive, Riverhead, New York, on September 6, 2000 through September 12, 2000, between the hours of 9:00 a.m. to 8:00 p.m.; and

**WHEREAS**, the Town Attorney of the Town of Riverhead has reviewed all documents regarding said application.

**NOW THEREFORE BE IT RESOLVED**, that the application of Florsheim Group Inc. for the purpose of conducting a tent sale to be held at the Tanger Outlet Center, Tanger Drive, Riverhead, New York, on the aforementioned following dates and times, is hereby approved; and be it further

**RESOLVED**, that this event is **SUBJECT TO** the receipt of a certificate of insurance naming the Town of Riverhead as an additional insured; and be it further

**RESOLVED**, that the tent(s) must be removed at the end of business on September 12, 2000; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Florsheim Group Inc., 200 N. LaSalle, Chicago, Illinois, 60601, Tanger Outlet Center, Tanger Drive, Suite 200, Riverhead, New York, 11901 and the Riverhead Police Department.

**THE VOTE**

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

**THE RESOLUTION WAS ☒ WAS NOT ☐**  
**THEREUPON DULY ADOPTED**

09/05/00

1502  
STATUS Adopted

TOWN OF RIVERHEAD

Resolution #818

REQUEST OF CABLEVISION TO EXTEND FULL  
SUFFOLK COUNTY COVERAGE TO WVVH-TV85 HAMPTONS

**COUNCILMAN CARDINALE**

offered the following resolution,

which was seconded by

**COUNCILMAN DENSIESKI**

WHEREAS, WVVH-TV85, Hamptons Television, a family oriented television station, is the local CNN affiliate TV station which is presently carried on Cablevision on the five East End towns; and

WHEREAS, WVVH-TV85, Hamptons Television, has been unsuccessful in convincing Cablevision to allow it full Suffolk County coverage; and

WHEREAS, if WVVH-TV85 were allowed full Suffolk County coverage, it would create more jobs, more local programming, more educational internship programs with Suffolk County Community College, BOCES and other educational institutions; and

WHEREAS, WVVH-TV85's programming focuses on all of Suffolk County and promotes its people and its unity and furthermore, would offer the community a great opportunity to be seen and heard.

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby requests Cablevision Systems Corporation to allow WVVH-TV85, Hamptons Television, to be carried throughout the County of Suffolk; and

BE IT FURTHER, RESOLVED, that the Town Clerk of the Town of Riverhead is hereby directed to forward copies of this Resolution to Charles F.

**TOWN OF RIVERHEAD****Resolution #819****SUPPORTING SUFFOLK COUNTY PURCHASE**

**Councilman Densieski** offered the following resolution,

which was seconded by **Councilman Kent**

**Tabled**

WHEREAS, the Town of Riverhead is interested in working with the County of Suffolk and the Town of Southampton to annex property (Suffolk County Tax Map numbers 0900-118-2-1; 0900-118-2-2 and 0900-137-1-32) to the Town of Riverhead in order to better serve the public through expanding Grangebel Park; and

WHEREAS, such annexation would authorize the Riverhead Police Department with full law enforcement jurisdiction over those properties and the remainder of Grangebel Park; and

WHEREAS, the Town of Riverhead believes the expansion of Grangebel Park to include these three parcels would greatly enhance Grangebel Park, make it easier for use and policing and allow the Town of Riverhead to engage in capital improvements as it sees to further dress up Grangebel Park.

NOW, THEREFORE BE IT RESOLVED, that the Town of Riverhead hereby requests that the Suffolk County Legislature works with the Town of Riverhead and the Town of Southampton to resolve this issue; and

## TOWN OF RIVERHEAD

Resolution # 820

**APPOINTS ADVISOR FOR PUBLIC ACCESS TELEVISION**

Councilman Phil Cardinale offered the following resolution,

which was seconded by **COUNCILMAN KENT**

WHEREAS, Zabby is executive director of the Public Access Television Association and is knowledgeable of Public Access rules and regulations and the East End Town franchise agreements; and

WHEREAS, it is beneficial that the East End Towns disseminate information and coordinate efforts in regard to Public Access and in regard to negotiating new franchise agreements with Cablevision; and

WHEREAS, Zabby has offered to act without financial compensation on behalf of the Town of Riverhead.

NOW, THEREFORE BE IT RESOLVED, that Zabby be and is hereby appointed liaison of the Town of Riverhead in regard to matters of Public Access and that she serve at the pleasure of the Town Board of the Town of Riverhead without

compensation as an advisor in negotiating a new franchise agreement and establishing Public Access for the Town of Riverhead: and

BE IT FURTHER, RESOLVED, that the Town Clerk is hereby authorized to send a certified copy of this resolution to Zabby, and the Riverhead Town Attorney's Office.

**THE VOTE**

Cardinale ☒ Yes ☐ No

Densieski ☒ Yes ☐ No

Kent ☒ Yes ☐ No

Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

The Resolution Was ☒ Was Not ☐  
Thereupon Duly Declared Adopted



9/5/2000

STATUS Adopted

## TOWN OF RIVERHEAD

Resolution # 821

APPOINTS TOWN OF RIVERHEAD JUSTICE OF THE PEACE

Councilman Lull offered the following resolution,

which was seconded by Councilman Densieski

WHEREAS, the Town of Riverhead suffered a great loss with the death of Riverhead Justice of the Peace Henry S. Saxtein; and

WHEREAS, Riverhead Town Justice Richard Ehlers has been attending to all court issues without assistance and is now requesting the Town Board to appoint a second Justice of the Peace; and

WHEREAS, Allen M. Smith, Councilor at Law has indicated that he is willing to accept an appointment by the Town Board of the Town of Riverhead in the capacity of Justice of the Peace.

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead appoints Allen M. Smith as Riverhead Justice of the Peace, effective September 5, 2000; and

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to send a certified copy of this resolution to Riverhead Justice Court, Allen M. Smith, the Riverhead Office of Accounting and the Town Attorney's Office.

THE VOTE

*Abstain*  
Cardinale ☐ Yes ☐ No

Densieski ☒ Yes ☐ No

*Abstain*  
Kent ☐ Yes ☐ No

Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

The Resolution Was ☒ Was Not ☐  
Thereupon Duly Declared Adopted

9/5/00

STATUS **Adopted** 1508

**TOWN OF RIVERHEAD**

**Resolution # 822**

**Town Board Commitment to Parking**

**COUNCILMAN DENSIESKI**

offered the following resolution,

which was seconded by **COUNCILMAN CARDINALE**

WHEREAS, the Town of Riverhead is committed to constructing and/or allocating a minimum of 600 parking spaces in the Griffing Avenue/Railroad Street area to resolve parking difficulties for the Supreme Court, the Long Island Rail Road Station and overflow for the Atlantis Seaquarium and other downtown and Polish Town attractions; and

WHEREAS, the Town Board of the Town of Riverhead has been in contact with the Suffolk County Department of Public Works and agrees that it is necessary to be able to allocate parking for Suffolk County's proposed eight-court extension on the Court Street-Griffing Avenue site, and to conduct a study to analyze parking and traffic flow needs in order to appropriately address the needs of the Town of Riverhead.

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby commits to allocating a minimum of 600 parking spaces for the proposed Suffolk County eight-court extension on the Court Street-Griffing Avenue site; and

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to send a certified copy of this resolution to the Suffolk County Department of Public Works, the Town Attorney's Office, and the Riverhead Town Planning Department.

*obtain* THE VOTE

Cardinale ☐ Yes ☐ No

Densieski ☒ Yes ☐ No

Kent ☒ Yes ☐ No

Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

The Resolution Was ☒ Was Not ☐  
Thereupon Duly Declared Adopted

9/5/2000

STATUS Adopted

## TOWN OF RIVERHEAD

Resolution # 823

APPOINTS MEMBER OF RECREATION COMMITTEE

Councilman Kent offered the following resolution,  
which was seconded by Councilman Densieski

WHEREAS, there is a vacancy on the Riverhead Recreation Committee; and

WHEREAS, the Riverhead Recreation Committee is comprised of community volunteers interested in improving existing recreation facilities owned by the Town of Riverhead; and

WHEREAS, Andrew Galasso has agreed to participate as a member of the Riverhead Recreation Committee.

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby appoints Andrew Galasso as a member of the Riverhead Recreation Committee; and

BE IT FURTHER, RESOLVED, that the Town Clerk of the Town of Riverhead be and is hereby authorized to send a certified copy of this resolution to Andrew Galasso, the Riverhead Recreation Committee and Recreation Superintendent Jane Van den Thoon.

THE VOTE

Cardinale ☒ Yes ☐ No

Densieski ☒ Yes ☐ No

Kent ☒ Yes ☐ No

Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

The Resolution Was ☒ Was Not ☐  
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution 824

AUTHORIZES SUBMISSION OF PROPOSITION CONCERNING USE OF  
FORMER GRUMMAN NAVAL WEAPONS RESERVE PLANT AS A PUBLIC  
GENERAL AVIATION AIRPORT, BUT EXCLUDING REGULARLY  
SCHEDULED COMMERCIAL SERVICE BY AIRCRAFT WITH MORE THAN  
30 SEATS

COUNCILMAN DENSIESKI offered the following resolution which was seconded by

COUNCILMAN CARDINALE

WHEREAS, the Town of Riverhead Community Development Agency is the owner the property now know as Calverton Enterprise Park (EPCAL), and

WHEREAS, the 1996 redevelopment study completed by Hamilton, Rabinovitz & Alschuler (H, R & A) and the Generic Environmental Impact Statement prepared in connection therewith recommended that separate parts of the property be rezoned to foster development as both an planned industrial park and as a planned recreational park; and

WHEREAS, the H, R & A Study noted that the existing airport on the premises was an "asset" recommended that it be utilized in connection with the planned industrial park development and recreational uses that the Town sought to have the site redeveloped with; and

WHEREAS, the both New York State and the Federal Aviation Administration may provide funds to the CDA and the Town in order to make future capital improvements to the airport facilities, and

WHEREAS, the funds provided by the Federal Aviation Administration to make capital improvements would require the Town of Riverhead CDA to commit the airport facilities for the useful life of the improvements made (approximately 20 years) for public use, and

WHEREAS, the existing airport facility which has been designated by the FAA as a "publicly owned, private use" airport, which means that the airport may only be used with the permission of the CDA Board and the Town Board; and

WHEREAS, the commitment of the airport to public use would require the Town of Riverhead CDA to permit regularly scheduled commercial aircraft of 30 seats or less to land at the facility; and

WHEREAS, the Town Board and the CDA Board, pursuant to Town Law §81 are requesting that the issues identified herein be placed before the public as a proposition on Election Day 2000.

NOW THEREFORE, BE IT

RESOLVED that the Riverhead Town Board and the CDA Board hereby submit for placement on the November 7, 2000 Election ballot the following proposition pursuant to Town Law §81:

SHALL THE TOWN BOARD OF THE TOWN OF RIVERHEAD AND THE BOARD OF THE COMMUNITY DEVELOPMENT AGENCY ESTABLISH A TOWN OWNED AIRPORT AT THE CALVERTON ENTERPRISE PARK AND COMMIT IT TO SERVE AS A PUBLIC , OBLIGATED, FEDERAL AVIATION ADMINISTRATION TRUST FUND SUPPORTED "GENERAL AVIATION" AIRPORT, INCLUDING REGULARLY SCHEDULED COMMERCIAL SERVICE BY AIRCRAFT WITH 30 SEATS OR LESS.

BE IT FURTHER

RESOLVED that the Town Clerk be directed to forward a copy of this resolution to the Suffolk County Board of Elections.

**THE VOTE**

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Kent	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Lis	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☒

THEREUPON DULY ADOPTED



RESOLUTION # 825 ABSTRACT #37-00 AUGUST 31, 2000 (TBM 9/5/00)

COUNCILMAN LULL offered the following Resolution which was seconded by  
COUNCILMAN DENSIESKI

FUND NAME		CD-NONE	CHECKRUN TOTALS	GRAND TOTALS
GENERAL TOWN	001	\$ -	\$ 508,246.29	\$ 508,246.29
PARKING METER	002	\$ -	\$ 12,000.00	\$ 12,000.00
AMBULANCE	003	\$ -	\$ -	\$ -
POLICE ATHLETIC LEAGUE	004	\$ -	\$ 1,243.28	\$ 1,243.28
TEEN CENTER	006	\$ -	\$ -	\$ -
RECREATION PROGRAM	006	\$ -	\$ 10,845.06	\$ 10,845.06
SR NUTRITION SITE COUNCIL	007	\$ -	\$ -	\$ -
D.A.R.E. PROGRAM FUND	008	\$ -	\$ -	\$ -
CHILD CARE CENTER BUILDING FUND	009	\$ -	\$ 105.66	\$ 105.66
AG-FEST COMMITTEE FUND	021	\$ -	\$ -	\$ -
YOUTH COURT SCHOLARSHIP FUND	025	\$ -	\$ -	\$ -
SRS DAYCARE BUILDING FUND	027	\$ -	\$ 127.18	\$ 127.18
COMMUNITY P.E.T.S. SHELTER	028	\$ -	\$ -	\$ -
EDZ FUND	030	\$ -	\$ -	\$ -
HIGHWAY	111	\$ -	\$ 44,675.25	\$ 44,675.25
WATER	112	\$ -	\$ 72,963.28	\$ 72,963.28
REPAIR & MAINTENANCE	113	\$ -	\$ -	\$ -
RIVERHEAD SEWER DISTRICT	114	\$ -	\$ 18,883.72	\$ 18,883.72
REFUSE & GARBAGE COLLECTION	115	\$ -	\$ 10,329.98	\$ 10,329.98
STREET LIGHTING	116	\$ -	\$ 4,159.34	\$ 4,159.34
PUBLIC PARKING	117	\$ -	\$ 1,317.13	\$ 1,317.13
BUSINESS IMPROVEMENT DISTRICT	118	\$ -	\$ -	\$ -
TOR URBAN DEV CORP TRUST ACCT	119	\$ -	\$ -	\$ -
AMBULANCE DISTRICT	120	\$ -	\$ 103,261.52	\$ 103,261.52
CALVERTON SEWER DISTRICT	124	\$ -	\$ 270.00	\$ 270.00
WORKER'S COMPENSATION FUND	173	\$ -	\$ 453.60	\$ 453.60
HOSPITALIZATION SELF INSURANCE	174	\$ -	\$ -	\$ -
RISK RETENTION FUND	175	\$ -	\$ -	\$ -
UNEMPLOYMENT INSURANCE FUND	176	\$ -	\$ 10,282.97	\$ 10,282.97
MAIN STREET REHAB PROGRAM	177	\$ -	\$ -	\$ -
REVOLVING LOAN PROGRAM	178	\$ -	\$ -	\$ -
RESIDENTIAL REHAB	179	\$ -	\$ 3,823.20	\$ 3,823.20
DISCRETIONARY/SMALL CITIES	180	\$ -	\$ -	\$ -
CDBG CONSORTIUM ACCOUNT	181	\$ -	\$ 2,685.91	\$ 2,685.91
URBAN DEVEL CORP WORKING	182	\$ -	\$ -	\$ -
RESTORE	184	\$ -	\$ -	\$ -
PUBLIC PARKING DEBT	381	\$ -	\$ -	\$ -
SEWER DISTRICT DEBT	382	\$ -	\$ -	\$ -
WATER DEBT	383	\$ -	\$ -	\$ -
GENERAL FUND DEBT SERVICE	384	\$ -	\$ -	\$ -
SCAVENGER WASTE DEBT	385	\$ -	\$ -	\$ -
COMM DEVEL AGENCY CAP PROJECT	405	\$ -	\$ -	\$ -
TOWN HALL CAPITAL PROJECTS	406	\$ -	\$ 28,045.33	\$ 28,045.33
EIGHT HUNDRED SERIES	408	\$ -	\$ -	\$ -
WATER IMPROVEMENT CAP PROJ	409	\$ -	\$ -	\$ -
NUTRITION CAPITAL IMPS	441	\$ -	\$ -	\$ -
CHIPS	451	\$ -	\$ -	\$ -
YOUTH SERVICES	452	\$ -	\$ -	\$ -
SENIORS HELPING SENIORS	453	\$ -	\$ 20.80	\$ 20.80
EISEP	454	\$ -	\$ 24.38	\$ 24.38
SCAVENGER WASTE CAP PROJ	470	\$ -	\$ -	\$ -
MUNICIPAL FUEL FUND	626	\$ -	\$ -	\$ -
MUNICIPAL GARAGE	626	\$ -	\$ 7,816.32	\$ 7,816.32
TRUST & AGENCY	735	\$ -	\$ 3,909.60	\$ 3,909.60
SPECIAL TRUST	736	\$ -	\$ 28,939.25	\$ 28,939.25
COMMUNITY PRESERVATION FUND	737	\$ -	\$ -	\$ -
CDA-CALVERTON	914	\$ -	\$ 36,063.40	\$ 36,063.40
COMMUNITY DEVELOPMENT AGENCY	915	\$ -	\$ -	\$ -
JOINT SCAVENGER WASTE	918	\$ -	\$ 4,036.39	\$ 4,036.39
CENTRAL CLEARING ACCOUNT	999	\$ -	\$ -	\$ -
TOTALS		\$ -	\$ 914,527.84	\$ 914,527.84

# Adopted

RESOLUTION # 825 ABSTRACT #36-00 AUGUST 24, 2000 (TBM 9/5/00)

COUNCILMAN LULL offered the following Resolution which was seconded by

COUNCILMAN DENSIESKI

FUND NAME		CD-NONE	CHECKRUN TOTALS	GRAND TOTALS
GENERAL TOWN	001	\$ -	\$ 561,917.90	\$ 561,917.90
PARKING METER	002	\$ -	\$ -	\$ -
AMBULANCE	003	\$ -	\$ -	\$ -
POLICE ATHLETIC LEAGUE	004	\$ -	\$ -	\$ -
TEEN CENTER	005	\$ -	\$ -	\$ -
RECREATION PROGRAM	006	\$ -	\$ 17,966.21	\$ 17,966.21
SR NUTRITION SITE COUNCIL	007	\$ -	\$ -	\$ -
D.A.R.E. PROGRAM FUND	008	\$ -	\$ -	\$ -
CHILD CARE CENTER BUILDING FUND	009	\$ -	\$ -	\$ -
AG-FEST COMMITTEE FUND	021	\$ -	\$ 25.00	\$ 25.00
YOUTH COURT SCHOLARSHIP FUND	025	\$ -	\$ -	\$ -
SRS DAYCARE BUILDING FUND	027	\$ -	\$ 2,243.97	\$ 2,243.97
COMMUNITY P.E.T.S. SHELTER	028	\$ -	\$ -	\$ -
EDZ FUND	030	\$ -	\$ 1,608.15	\$ 1,608.15
HIGHWAY	111	\$ -	\$ 54,277.21	\$ 54,277.21
WATER	112	\$ -	\$ 44,472.11	\$ 44,472.11
REPAIR & MAINTENANCE	113	\$ -	\$ -	\$ -
RIVERHEAD SEWER DISTRICT	114	\$ -	\$ 19,831.64	\$ 19,831.64
REFUSE & GARBAGE COLLECTION	115	\$ -	\$ 147,068.16	\$ 147,068.16
STREET LIGHTING	116	\$ -	\$ 6,931.59	\$ 6,931.59
PUBLIC PARKING	117	\$ -	\$ 2,150.89	\$ 2,150.89
BUSINESS IMPROVEMENT DISTRICT	118	\$ -	\$ 1,440.00	\$ 1,440.00
TOR URBAN DEV CORP TRUST ACCT	119	\$ -	\$ -	\$ -
AMBULANCE DISTRICT	120	\$ -	\$ 4,809.44	\$ 4,809.44
CALVERTON SEWER DISTRICT	124	\$ -	\$ 2,276.89	\$ 2,276.89
WORKER'S COMPENSATION FUND	173	\$ -	\$ 2,005.96	\$ 2,005.96
HOSPITALIZATION SELF INSURANCE	174	\$ -	\$ -	\$ -
RISK RETENTION FUND	176	\$ -	\$ 243.66	\$ 243.66
UNEMPLOYMENT INSURANCE FUND	176	\$ -	\$ -	\$ -
MAIN STREET REHAB PROGRAM	177	\$ -	\$ -	\$ -
REVOLVING LOAN PROGRAM	178	\$ -	\$ -	\$ -
RESIDENTIAL REHAB	179	\$ -	\$ -	\$ -
DISCRETIONARY/SMALL CITIES	180	\$ -	\$ -	\$ -
CDBG CONSORTIUM ACCOUNT	181	\$ -	\$ 707.86	\$ 707.86
URBAN DEVEL CORP WORKING	182	\$ -	\$ -	\$ -
RESTORE	184	\$ -	\$ -	\$ -
PUBLIC PARKING DEBT	381	\$ -	\$ 8,479.60	\$ 8,479.60
SEWER DISTRICT DEBT	382	\$ -	\$ -	\$ -
WATER DEBT	383	\$ -	\$ 152,639.85	\$ 152,639.85
GENERAL FUND DEBT SERVICE	384	\$ -	\$ 62,704.52	\$ 62,704.52
SCAVENGER WASTE DEBT	385	\$ -	\$ 10,022.28	\$ 10,022.28
COMM DEVEL AGENCY CAP PROJECT	405	\$ -	\$ -	\$ -
TOWN HALL CAPITAL PROJECTS	406	\$ -	\$ 2,799.93	\$ 2,799.93
EIGHT HUNDRED SERIES	408	\$ -	\$ -	\$ -
WATER IMPROVEMENT CAP PROJ	409	\$ -	\$ -	\$ -
NUTRITION CAPITAL IMPS	441	\$ -	\$ -	\$ -
CHIPS	451	\$ -	\$ -	\$ -
YOUTH SERVICES	452	\$ -	\$ 2,203.69	\$ 2,203.69
SENIORS HELPING SENIORS	453	\$ -	\$ 1,774.22	\$ 1,774.22
EISEP	454	\$ -	\$ 1,077.47	\$ 1,077.47
SCAVENGER WASTE CAP PROJ	470	\$ -	\$ -	\$ -
MUNICIPAL FUEL FUND	625	\$ -	\$ -	\$ -
MUNICIPAL GARAGE	626	\$ -	\$ 7,575.01	\$ 7,575.01
TRUST & AGENCY	735	\$ -	\$ 666,993.13	\$ 666,993.13
SPECIAL TRUST	736	\$ -	\$ -	\$ -
COMMUNITY PRESERVATION FUND	737	\$ -	\$ 505,500.00	\$ 505,500.00
CDA-CALVERTON	914	\$ -	\$ 5,220.00	\$ 5,220.00
COMMUNITY DEVELOPMENT AGENCY	915	\$ -	\$ -	\$ -
JOINT SCAVENGER WASTE	918	\$ -	\$ 12,553.65	\$ 12,553.65
CENTRAL CLEARING ACCOUNT	999	\$ -	\$ -	\$ -
TOTALS		\$ -	\$ 2,309,507.89	\$ 2,309,507.89

**THE VOTE**

Densieski ☒ Yes ☐ No Cardinale ☒ Yes ☐ No  
 Kent ☒ Yes ☐ No Lull ☒ Yes ☐ No  
 Kozakiewicz ☒ Yes ☐ No

**THE RESOLUTION WAS ☒ WAS NOT ☐**  
**THEREUPON DULY ADOPTED**